

7 far?

8 A Yes, sir.

9 Q Okay The ILEC CO is connected in some

10 fashion to another carrier's switch Okay? And

11 is there is an ISP whose modems are connected to

12 the carrier switch All of this is within a

13 local calling area

14 A Okay.

15 Q Are we together?

16 A Okay

17 Q Now do you know what the CLEC is

18 providing to the ISP?

19 MS BROWN Your Honor, again, we

20 don't have a description of the physical

21 connection between the ILEC company and the

22 carrier switch

23 JUDGE WALSTON. Well, I'll let him

24 ask the question the way he wants it, and if she

25 can answer it, she can, and if she can't, she

0394

1 can't. If she says, "There's not enough

2 information for me to answer that question,"

3 then she can do it

4 Q (By Mr McCollough) I'll do it this

5 way End user to ILEC CO End user dials an

6 NXX obtained by this other carrier End use by

7 the ISP. The call physically goes to the ILEC

8 CO Right?

9 A Uh-huh

10 Q And the ILEC CO scans his translation

11 tables and says, "I recognize this number It

12 needs to go to the tandem " Is that correct?

13 A Okay

14 Q Because this carrier switch -- the

15 alternative carrier switch and the ILEC are not

16 directly connected They go through a tandem

17 A Okay.

18 Q All right

19 MS BROWN Your Honor, I hate to

20 do this, but are we setting out a set of

21 assumptions and then you're going to ask an --

22 JUDGE WALSTON There's

23 assumptions for hypothetical questions

24 MR MCCOLLOUGH I'm just trying

25 to make sure that we all understand where we

0395

1 are.

2 MS BROWN Well, the questions

3 are phrased without an assumption being stated

4 MR MCCOLLOUGH. All of these are

5 assumptions

6 A Okay

7 Q (By Mr McCollough) The tandem --

8 assume further the tandem directs the call to

9 the alternative carrier switch

10 A Okay

11 Q And the alternative carrier switch

12 says, "I recognize that number It goes to this

13 ISDN PRI connection that I have with the ISP

14 whose modems are collocated with my switch "

15 A They're collocated?

16 Q Well, this is the switch. Here is the

17 alternative carrier's office

18 A Okay

19 Q Are we together now?

20 A I assume so.

21 Q Does that give you sufficient

22 information to give me your understanding of the

23 nature of the service that is being provided by

24 the ILEC and the alternative carrier so that end

25 user can get these modems to crash?

0396

1 A Okay And what is you question?

2 Q Is it a telecommunication service?

3 A Again, portions of this are

4 telecommunication service The FCC has said

5 that the content of that call and what is

6 contained is information services. So that

7 portion that that ILEC provided is

8 telecommunications services

9 Q What about the CLEC or the alternative

10 carrier?

11 A If that CLEC -- if you were assuming

12 that he provided PRIs and all that, then that

13 would be a telecommunication service, the

14 establishment of those PRIs

15 Q And the call?

16 A The call is information services

17 Q Okay Let's make sure we're together

18 again Are you saying that the ISP is using

19 telecommunications to provide information

20 service to the end user?

21 A Yes

22 Q Okay

23 A The content of the call is information

24 services

25 Q Are the carriers, in this instance, the

0397

1 ILEC and the alternative carrier?

2 A Are those two providers?

3 Q Are they providing an information

4 service?

5 A The two carriers themselves?

6 Q Yes, ma'am.

7 A They are providing access to an

8 information service

9 Q Information access Is information

10 access a telecommunication service?

11 A Information services is not, but the

12 services to establish it are telecommunications

13 services

14 Q So information access is a type of

15 telecommunications service Yes?

16 A Depending upon how the context of it --

17 I don't know that I am qualified to answer that.

18 Q Okay When is information access not a

19 telecommunication service?

20 A I don't know that I can answer that

21 question.

22 Q Is information access telephone

17 MS. BROWN. The hypothetical just describes what it describes, but it doesn't describe a separate carrier than the ILEC in the hypothetical. So I think we need to set out whatever facts --

23 MR MCCOLLUGH Okay

24 JUDGE WALSTON Just give her a new hypothetical

0389

1 MR MCCOLLUGH I'll try

2 Q (By Mr. McCollough) Assume that an ILEC end user calls a number used by an ISP in the same local calling area NXXs rated in the same rate center.

3 A Un-huh

4 A Un-huh

5 A Un-huh

6 A Un-huh

7 Q The ISP is physically located in the same rate center.

8 A Un-huh

9 A Un-huh

10 Q The modems are in the same rate center

11 A Un-huh

12 Q Answer supervision -- do you know what that is?

13 A Yes, sir.

14 Q -- is turned in the same rate center.

15 Q However, the end user is served by an ILEC.

16 A Un-huh

17 Q The ISP is served by some other carrier. Okay?

18 A Okay

19 Q All right Is the call from the end user to the ISP information access?

20 A From the end user to the ISP, the service that provided -- that was provided by the ILEC in that instance, which was the dial tone, was telecommunications traffic

1 tone, was telecommunications traffic

2 Q Well, isn't it true in the ISP Remand order that the FCC said that, in the situation I've described, the two carriers, the ILEC and the CLIC, are jointly providing information access?

3 A I don't know that I can clearly answer that question.

4 Q What do you -- were you finished?

5 A Some providers are providing telecommunications traffic. The content of the call is information services. The provider that provides the connection to the ISP, and what the ISP provides that transaverses over the telecommunications network is information services

6 But when two carriers collaborate to get a local call or -- I'm sorry -- a call between two NXXs in the same rate center where the modem are in the same rate center, answer supervision is returned in the same rate center, call from end user to the ISP's modems?

7 A The content of the call is information services. Therefore, it is -- it has a

25 different treatment, if that's what you're getting to

1 Q But what the carriers are doing, collaborating to get the call from end user to the ISP modems, is that information access?

2 A No, not all of that is information access

3 A No, not all of that is information access

4 Q What part is not?

5 A When that individual user picks up and uses the phone and he's provided dial tone, that is telecommunications. The content of the call is telecommunications. What is provided by the ILEC in this instance -- the other provider is information access

6 Q Is information access a telecommunications service?

7 A Portions of it are telecommunications services. It could not exist on its own.

8 Q Well, the definition of "information service" necessarily includes the use of telecommunications, doesn't it?

9 JUDGE WALSTON You need to answer out loud

10 A Yes, sir

0392

1 Q (By Mr. McCollough) So it is part of the definition of information service that there's telecommunications going on, right?

2 A I believe that's what I've stated

3 Q Okay And I'm just trying to get at the function of the two collaborating carriers in getting the call from end user to ISP, what it is that these two carriers are doing to make the call get from end user to the ISP modems

4 Let's forget for just second what happens after modems

5 MS BROWN Your Honor, I know Mr. McCollough could ask a question I know he's trying to clarify, but we still don't have any assumptions set out in this series of questions as to what the second carrier is doing

6 JUDGE WALSTON Well, if she can answer it, she can't, she can't, she can't

7 But go ahead and --

8 MS BROWN But I would object to the form of the question, because we've had a series of statements now and no opportunity for the no statement that they are assumptions and no opportunity for the witness to --

9 JUDGE WALSTON: Mr. McCollough looks like he's going to go at it in a different way

10 MR MCCOLLUGH I'm going to try.

11 Q (By Mr. McCollough) We've got an end user. We've got an ILEC CO. Are you with me so

1 ASAP's switch is not telecommunications?
2 A That's not what it says It says that
3 the -- that the traffic that is carried -- the
4 content of the traffic is ISP traffic, which is
5 not telecommunications traffic
6 Q Well, when an end user dials an ISP --
7 and let's just use our example here A
8 CenturyTel San Marcos end user dials an ISP
9 behind ASAP's switch Is that call -- I'm not
10 talking about the content, the call -- is it
11 telecommunications?
12 A The call is not telecommunications
13 The loop is telecommunications The dial tone
14 is telecommunications
15 Q Let's look at it another way The
16 service that CenturyTel of San Marcos and ASAP
17 are providing to their respective customers for
18 this call, is that telecommunication service?
19 A The service that CenturyTel provides
20 the end user is telecommunication services
21 Q Okay What about the service that ASAP
22 provides to the ISP?
23 A He is -- the service at his switch, I
24 cannot speak to what exactly he provides that
25 ISP

0385

1 Q Well, is providing connections to the
2 public switched telephone network to an ISP a
3 telecommunication service?
4 A Did he provide -- I mean, I cannot --
5 I'm not going to get into what ASAP is providing
6 to the ISP I do not know what ASAP is
7 providing to the ISP I don't know that he --
8 that ASAP is actually providing them access to
9 the public switched telephone network
10 Q Did you read Mr Gaetjen's rebuttal
11 testimony?
12 A I have read portions of it I have
13 not --
14 (ASAP Exhibit No 20 marked)
15 Q Okay Let's take a look at what's been
16 marked by the court reporter as ASAP Exhibit
17 No 20 Do you see that?
18 A Yes, sir
19 Q Does this appear to be CenturyTel's
20 response to ASAP's Second RFI No 26?
21 A Yes, sir
22 Q And you are the responsible person?
23 A Yes, sir
24 MR McCOLLOUGH Offer 20
25 JUDGE WALSTON Any objection?
0386
1 MS BROWN No objection
2 JUDGE WALSTON ASAP Exhibit 20
3 will be admitted
4 (ASAP Exhibit No 20 admitted)
5 Q (By Mr McCollough) Now we have a
6 slightly different factual situation So let's
7 just talk to the specific factual situation
8 that's set out in the RFI Okay We are

9 assuming that there is an end user and an ISP
10 physically located within the same local calling
11 area
12 A Okay
13 Q We're assuming that the ISP's phone
14 number is one that is indisputably local to the
15 calling party
16 A Yes, sir
17 Q We're assuming that the ISP's modem are
18 in the same local calling area as the calling
19 party
20 A Yes, sir
21 Q We're assuming that answer supervision
22 is returned within that local calling area.
23 A Yes, sir.
24 Q Your answer under -- to Question a
25 under that hypothetical is that, "The provision

0387

1 of service by the ILEC is information access, as
2 defined by the FCC " Do you see your answer to
3 a ?
4 A Yes, sir.
5 Q Okay Well, the question doesn't
6 assume that the connection to the ISP is by an
7 ILEC, does it?
8 MS BROWN Your Honor, that
9 question is confusing to me Mr. McCollough's
10 question I'm sorry.
11 JUDGE WALSTON I was going to
12 say, the question in the RFI or Mr McCollough?
13 MS BROWN I am not sure what he
14 is asking the witness.
15 MR McCOLLOUGH In regard to the
16 witness's answer to a , it says, "The provision
17 of service by the ILEC to the ISP is information
18 access "
19 MS BROWN I understand that I
20 don't understand your question -- your follow-up
21 question, then, to her
22 MR. McCOLLOUGH Let me restate.
23 Q (By Mr McCollough) What I was trying
24 to ask you is looking back at the hypothetical
25 that is established in the main part of the

0388

1 question, it does not expressly state that the
2 ILEC is providing the connection to the ISP,
3 does it?
4 A No I just assumed that you were
5 addressing that towards CenturyTel
6 Q Okay Well, let's assume that it's
7 some other carrier that is providing the
8 connection to the ISP, with all the other --
9 with all other assumptions set out are the same
10 MS BROWN Your Honor, I'm going
11 to object to that question because the
12 assumptions don't describe another -- what
13 function another carrier is performing in this
14 hypothetical
15 MR McCOLLOUGH Okay Let me
16 just back up for a second

11 A Yes, sir.
12 Q Does this purport to be a memorandum of
13 understanding between a carrier and Central
14 [sic] Telephone of Port Aransas?
15 A Yes, it does.
16 Q Do you see in the lower right-hand
17 corner there is a person who executed the
18 document on behalf of CenturyTel?
19 A Yes, sir.
20 Q Okay Do you know who that person is?
21 A Yes, sir.
22 Q Does that look like his signature?
23 A I don't know I know the name.
24 Q Is that person somebody who is
25 authorized to negotiate agreements between
0380
1 CenturyTel ILEC operations in Texas and CMRS or
2 CLEC carriers in Texas?
3 A I don't know that. His title is an
4 analyst So I don't know.
5 MS. BROWN: Your Honor, maybe --
6 let me cut this short, if we can I will offer
7 to Mr. McCollough that at the break we will try
8 to confirm whether or not this represents an
9 agreement that was entered into by CenturyTel of
10 Port Aransas on October the 7th That was just
11 a few days ago and we can -- we ought to be able
12 to make a call and confirm that
13 JUDGE WALSTON And stipulate to
14 it if it's --
15 MS. BROWN: I would be glad to do
16 that if that's what he chose
17 JUDGE WALSTON Do you want to
18 take that route, Mr. McCollough?
19 MR. MCCOLLOUGH. That will work if
20 I can offer it contingent on that verification
21 MS. BROWN Subject to
22 verification, yes.
23 JUDGE WALSTON Then ASAP Exhibit
24 No 19 will be admitted subject to verification
25 by Counsel for CenturyTel. And you will be able
0381
1 to find that out today, Ms. Brown?
2 MS. BROWN We will do our best
3 We'll have to make a few calls
4 JUDGE WALSTON. Okay
5 Q (By Mr. McCollough) Let's take a look
6 at ASAP Exhibit 19. This appears to be a
7 transport and termination agreement between
8 CenturyTel and Affordable Telecom?
9 A It's a memorandum of understanding.
10 Q For the purpose of transport and
11 terminating local traffic?
12 A For traffic exchange
13 Q Okay And it provides the traffic will
14 be exchanged at the meet point between
15 CenturyTel of Port Aransas and SWBT, doesn't it?
16 A "CenturyTel will not be responsible for
17 any transiting charges that may be assessed by
18 SWBT, this responsibility" -- "it will be

19 exchanged at the establishment meet point at
20 CenturyTel's and SWBT " Uh-huh
21 Q It goes further so say that calls
22 between Affordable's Port Aransas NXX and
23 CenturyTel Port Aransas NXX will be routed as
24 local for both retail rating and carrier
25 compensation, doesn't it?
0382
1 A Yes That's what it says
2 Q Assuming this is, in fact, an executed
3 memorandum of understanding between Affordable
4 Telecom and CenturyTel of Port Aransas, would
5 CenturyTel offer the same terms to ASAP?
6 A In this situation, this is not ELCS,
7 the way I read it Now, this is subject to
8 clarification This appears to be a situation
9 where there will be routing between two Port
10 Aransas phone numbers
11 Q Port Aransas is single local calling
12 area Right?
13 A Correct I believe that is correct
14 Q Would CenturyTel be willing to extend
15 the same offer to ASAP?
16 A Between two San Marcos numbers?
17 Q Within the same local calling area?
18 A That would not be consistent with our
19 policy concerning ELCS, but it would be
20 consistent between two San Marcos phone numbers
21 Also Port Aransas is not a tandem
22 Q Correct It subsets the Corpus Christi
23 tandem, doesn't it?
24 A Correct
25 Q But the traffic is handed off under
0383
1 this agreement at its meet point with
2 Southwestern Bell in between Port Aransas and
3 Corpus Christi?
4 A That's correct But in that instance,
5 there is no tandeming function that -- I mean,
6 there is traffic going to that particular
7 tandem
8 Q The facilities between CenturyTel Port
9 Aransas and Southwestern Bell's Corpus Christi
10 tandem are toll facilities, aren't they?
11 A Subject to review, I --
12 Q Well, if there's no ELCS, won't they be
13 toll facilities?
14 A Subject to review
15 Q Yes? Subject to review, yes?
16 A Yes, subject to review.
17 Q Let's turn to your testimony for a
18 minute On Page 7 you say that the traffic from
19 CenturyTel's end users to the ISP served by ASAP
20 is not telecommunications, don't you?
21 A I say, in this instance, ASAP's traffic
22 is ISP-bound, which ISP traffic is not
23 telecommunications traffic
24 Q So the traffic between CenturyTel's
25 users in San Marcos and the ISPs connected to
0384

21 guidelines, but it's a situation that exists
22 today. It is a situation that is before the FCC
23 and multiple state jurisdictions as we speak
24 That is CenturyTel's interpretation of the
25 guidelines

0375

1 Knowing that that situation is
2 "controversial," as you said, we have
3 interconnection arrangements accommodated for
4 wireless provider, which is what I have said
5 that we would offer to do with ASAP

6 Q In various -- CenturyTel has, at least
7 in one interconnection agreement, agreed to
8 diverse rating and routing?

9 A To accommodate, yes.

10 Q To accommodate Even though it is
11 CenturyTel's position that the CO code
12 guidelines prohibit it?

13 A Correct

14 Q CenturyTel has a CLEC operation,
15 doesn't it?

16 A Yes, we do

17 MS. BROWN Your Honor, I would
18 ask if -- or I'm -- I would ask that both
19 Mr. McCollough and the witness clarify who
20 CenturyTel is in that question and response,
21 because I believe the facts are that CenturyTel
22 of San Marcos, Inc., does not have a CLEC, that
23 it's a different subsidiary of the parent And
24 I've noticed this also in connection with the
25 questions with regard to the ASAP exhibit -- the

0376

1 Bayland exhibit That's a different subsidiary,
2 and I think we're -- it may cause confusion in
3 the record.

4 JUDGE WALSTON: Mr. McCollough can
5 clarify it or you can clarify it on your
6 redirect, if you want

7 MR. MCCOLLOUGH Let me just
8 re-ask the question

9 Q (By Mr. McCollough) Does the holding
10 company CenturyTel have CLEC operations?

11 A Yes, we have a CLEC

12 Q And does CenturyTel, the holding -- the
13 CenturyTel CLEC operations owned by the holding
14 company have an interconnect agreement with
15 Ameritech Wisconsin?

16 A Yes, sir

17 Q You adopted the United States Cellular
18 Interconnection agreement, didn't you?

19 A No, sir That is CenturyTel's wireless
20 operation

21 Q Is it your wireless? Okay Let's just
22 talk --

23 A Was CenturyTel's wireless

24 Q Let's just do that, then Let me back
25 up I apologize CenturyTel used to have some

0377

1 wireless operations, a holding company Right?

2 A That's correct

3 Q Just a foundation question --

4 CenturyTel, the holding company, used to own
5 some wireless operations, and I believe you
6 previously testified that you negotiated some
7 interconnection agreements on behalf of
8 CenturyTel Wireless?

9 A That's correct.

10 Q In Wisconsin?

11 A That's correct.

12 Q In Wisconsin, did CenturyTel Wireless
13 adopt the Ameritech Wisconsin and the United
14 States Cellular Interconnect Agreement?

15 A Yes, sir

16 Q And you were the person who was
17 representing CenturyTel Wireless in that matter
18 in your negotiations or discussions with
19 Ameritech Wireless -- with Ameritech Wisconsin
20 Right?

21 A When we opted into the agreement, yes,
22 sir.

23 Q All right. Let me ask you this: Did
24 the interconnect agreement between CenturyTel
25 Wireless and Ameritech Wisconsin for the state

0378

1 of Wisconsin provide for diverse rating and
2 routing points?

3 A The agreement does allow it It is a
4 negotiated agreement It's also been made clear
5 that Ameritech is opposed to them and is working
6 before multiple jurisdictions and it could
7 change

8 JUDGE WALSTON: Mr. McCollough,
9 we've been going nearly an hour-and-a-half Why
10 don't we take a break.

11 MR. MCCOLLOUGH Sure That would
12 be fine

13 JUDGE WALSTON And we'll go off
14 the record and resume at 10 40

15 (Recess 10 23 a.m. to 10 42 a.m.)

16 JUDGE WALSTON: We'll come back on
17 the record at this time We had a brief
18 discussion off the record about witness
19 schedules, and it appears that Mr. Goldstein
20 needs to leave the hearing today by 1:00, and
21 that even if we put him on the stand now with
22 his rebuttal, we would not be able to complete
23 it So at this point, at least, it looks like
24 we'll just have to adjourn the hearing later
25 today and resume on the schedule that can be

0379

1 agreed to by the parties and the ALJ

2 Okay Mr. McCollough, you will

3 continue with Ms. Smith

4 (ASAP Exhibit No. 19 marked)

5 Q (By Mr. McCollough) I see you are
6 reading that, so we can let you finish If you
7 would tell me when you've completed

8 A I'm through

9 Q Have you been handed what's been marked
10 ASAP Exhibit 19?

5 requesting
6 Q Was NANPA requiring it?
7 A In this time frame, no. That rule took
8 effect, I believe, in 2001.
9 Q Okay. After ASAP got its NXXs?
10 A (Witness nodded head)
11 Q Did CenturyTel intervene in the CO code
12 assignment request process for ASAP?
13 A There isn't a process to intervene.
14 Q Did CenturyTel appeal NANPA's
15 determination --
16 A No. You testified to the validity of
17 your form and that it meets the guidelines.
18 Q So is it CenturyTel's position that it
19 can just ignore an NXX rate center allocation
20 made and approved by NANPA?
21 A I'm not ignoring.
22 Q Well, you're refusing to accept it,
23 aren't you, unless certain additional criteria
24 are met?
25 A No. I'm asking you to meet the same
0371
1 criteria that would exist for any other
2 provider.
3 Q Namely a FOI in Lockhart or a switch in
4 Lockhart?
5 A Yes or an arrangement to
6 interchange traffic with the San Marcos end
7 office.
8 Q I see. Okay.
9 A For your Lockhart code. And it doesn't
10 just apply to you.
11 Q Are you aware of an interconnection
12 agreement between CenturyTel and Bayland in
13 Wisconsin?
14 A No, I'm not.
15 (ASAP Exhibit No. 17 and 18
16 marked)
17 Q You have been handed what's been marked
18 by the court reporter as ASAP Exhibit 17?
19 A Yes.
20 Q Does this purport to be an
21 interconnection resale and unbundling agreement
22 between CenturyTel of the Midwest-Kendall and
23 Bayland Communications, Inc.?
24 A Yes.
25 Q Are you aware of this agreement?
0372
1 A No, I'm not.
2 Q Well, you had some responsibilities for
3 CenturyTel in Wisconsin, didn't you?
4 A I did for wireless.
5 Q For wireless. Let me ask you the
6 question this way. Do you know whether
7 CenturyTel, the ILEC --
8 Yes, sir.
9 Q -- has ever executed an interconnection
10 agreement that allows for diverse rating and
11 routing points? And let me define "diverse
12 rating" and "routing points." A diverse rating

13 and routing point would be where the call is
14 routed to a place different from where the call
15 is rated. Is that your understanding?
16 A (Witness nodded head)
17 Q In our situation, ASAP is seeking --
18 ASAP is seeking rating of the call as local
19 between a San Marcos NXX and a Lockhart NXX --
20 was seeking routing at a different location,
21 namely Austin?
22 A Right.
23 Q Has CenturyTel ever agreed to that in
24 an agreement?
25 A Yes, sir. That goes back to the
0373
1 original -- I did tell you it you negotiate an
2 arrangement with us, there are agreements that
3 would allow for your use of the facilities. And
4 in this case, I believe that with this with
5 particular company, that Century owns more
6 facilities beyond the local exchange line,
7 similar to the way Southwestern Bell does
8 because there are larger tandems operating
9 within this company.
10 Q Well, let's set aside whether this was
11 a voluntarily interconnect agreement or
12 anything -- in any instance where you have done
13 it, and discuss whether diverse rating and
14 routing points are consistent with the CO code
15 guidelines. And there's not a question. I'm
16 sorry.
17 Based on your interpretation of the CO
18 code guidelines which require a switch or FOI in
19 any rate center where you obtain an NXX, is it
20 possible to have diverse rating and routing?
21 JUDGE WALSTON Does the question
22 to her really conflict? I'm not sure what the
23 question is.
24 WITNESS SMITH I'm not sure,
25 either
0374
1 Q (By Mr. McCollough) Again, your
2 interpretation of the CO code guidelines is that
3 an NXX code holder must have either a switch or
4 a FOI in the rate center where an NXX is sought
5 correct?
6 A Yes.
7 Q If that is the rule, is it possible to
8 have diverse rating and routing?
9 A For the purpose of end office -- are we
10 talking about rating to an end user?
11 Q Yes. I explained to you -- I defined
12 for you, and I thought you understood, the
13 definition --
14 A I'm making sure that we're still there
15 Yes.
16 Q I will tell you that it's obvious,
17 based upon the Lockhart code, that there are
18 codes assigned out there where the rate center
19 and the routing center are different. That does
20 not mean that it is not contrary to the

15 A Correct
16 Q It also then seeks a switching
17 identification.
18 A Correct
19 Q And in parentheses "(Switching
20 Entry/POI)" Okay Now, the entry there says
21 "AUSTTX92DMD " Do you see that?
22 A Yes, sir
23 Q Does that imply to you that the switch
24 is located in Austin?
25 A Yes, sir

0366

1 Q Okay Next line down, "Wire Center
2 Name," it says "Lockhart " Right?
3 A Yes, sir
4 Q And that would refer to the ILEC wire
5 center, wouldn't it?
6 A That you are --
7 Q That's what they're requesting there,
8 isn't it? If you don't know --
9 A I will tell you this The wire center
10 name is not used for any purpose, but there is a
11 rate center name
12 Q Okay And that's what we're going to
13 next Rate center is Lockhart So does it
14 appear from this that ASAP applied for a
15 Lockhart NXX to the National Numbering
16 Administrator?
17 A Uh-huh.
18 Q And listed as its switching entity and
19 POI, a location in Austin?
20 A Yes, sir
21 Q Now, if I understand your testimony and
22 that of Mr. Robinson correctly, it is your
23 position -- CenturyTel's position that it is a
24 violation of the Central Office Code Guidelines
25 to request and obtain an NXX for a rate center

0367

1 in which there is neither a switch nor a POI
2 Correct?
3 A The guidelines say that you should have
4 a switch or a POI in that area
5 Q That's your reading of it?
6 A That's my reading of the guidelines
7 Q Well, on its face, doesn't this
8 application seek an NXX for a rate center in
9 which ASAP has neither a switch nor a POI?
10 A Yes, it does
11 Q And as we know from all the testimony
12 in this case, ASAP got its NXX, didn't it?
13 A Yes, ASAP does have it
14 Q So the National Numbering Administrator
15 issued an NXX?
16 A Correct
17 Q In which the rate center was one in
18 which the requesting party, here ASAP, had
19 neither a switch nor a POI, yes?
20 A Under the existing rules, you are also
21 supposed to supply a copy of -- or a letter
22 saying that you have an interconnection

23 arrangement with that provider in the area that
24 you are obtaining a code.
25 Q That's not required for CMRS providers,

0368

1 is it?
2 A Yes, it is.
3 Q It is?
4 A Yes, it is All providers.
5 Q Are you referring to Section 4.2 2 of
6 the Central Office Code Guidelines?
7 A I don't know the section number I'd
8 have to look
9 Q Okay "Appropriate evidence that
10 facilities are in place or will be in place to
11 provide service within 60 days of the numbering
12 resources "
13 A Keep going.
14 Q Okay "Evidence may be provided via a
15 copy of any one of the following documents The
16 SP (service provider) selects, 1) an executed
17 interconnect agreement"
18 A Correct
19 Q "2) service-provider-developed business
20 plans to provide service, 3) a letter the SP
21 indicating the scheduled switch installation
22 complete date"
23 A Correct
24 Q Okay. "4) service order requests, PLE
25 planning requests: 5) confirmation letter or

0369

1 letter of intent provided by the entity"?
2 A Correct
3 Q "6) the construction schedule,
4 including the following information site
5 identifier Latitude and longitude of the cell
6 site and its construction start or completion
7 date"
8 A Correct
9 Q And 4 2 2 says "A copy of any one of
10 the following," doesn't it?
11 A Yes, it does
12 Q So an applicant can, for example,
13 submit information concerning construction
14 schedule, including the following information:
15 Site identifier, latitude and longitude of cell
16 site?
17 A This -- I'm going to answer this based
18 upon my experience in obtaining codes In
19 working with carriers, in order for them to
20 obtain codes within CenturyTel's area, they have
21 to have a letter from -- in the instance of
22 where, for example, a wireless provide is trying
23 to obtain a code within the CenturyTel ILEC
24 area, they either have to have an
25 interconnection agreement in place, which they
0370
1 supply to NANPA, or they have to have a letter
2 from CenturyTel stating that "we are in the
3 process of negotiating an interconnection
4 arrangement," and that's what NANPA is

25 compensation between the carriers Is that your
0361 position?
1 A Pardon?
2 Q Let me break it up.
3 A You said "rated as toll."
4 Q Rated as local I'm sorry.
5 A Yes I could negotiate an arrangement
6 with you
7 Q So then we don't have to worry about
8 the testimony on the Central Office Code
9 Guidelines where y'all say we're violating the
10 Central Office Code Guidelines because we have
11 neither a switch nor a POI in Lockhart?
12 A That is still an issue And it's being
13 addressed federally It's being addressed by
14 many states And that would still be an issue
15 Q Just to shorten things, are we going to
16 have essentially the same answers to -- if I
17 were to ask essentially the same questions about
18 timing?
19 A (Witness nodded head)
20 A Okay
21 MR McCOLLough I apologize, Your
22 Honor. I grabbed the wrong exhibit
23 (ASAP Exhibit No 15 marked)
24 Q (By Mr McCollough) You have been
25 handed what's been marked ASAP Exhibit No 15
0362 Do you see that?
1 A Yes, sir
2 Q Okay. Does that appear to be a copy of
3 the current Central Office Code Assignment
4 Request - Part 1?
5 A I could not tell you whether it was
6 current. These things change all the time
7 This one is dated September 24th, and they do
8 monthly and quarterly updates for any changes
9 and revisions to the form.
10 Q Are you aware of any changes or
11 revision to the form with regard to the
12 representations that an applicant makes with
13 regard to the switching entity or POI location?
14 A Could you rephrase the question,
15 please?
16 Q When did you fill out one of these?
17 You indicated the other day that you had --
18 yesterday. How long ago was it?
19 A The last form that I physically filled
20 one has been over a year ago.
21 Q An application for NXX?
22 A Uh-huh Or that I reviewed.
23 (ASAP Exhibit No 16 marked)
24
25
0363
1 Q (By Mr. McCollough) Have you been
2 handed what's been marked by the court reporter
3 as ASAP Exhibit No. 16?
4 A Okay.
5 Q Does that -- and I'd like to direct
6 your attention to the last three pages of the

7 exhibit
8 A Okay
9 Q Did you look at ASAP's discovery
10 responses in this case?
11 A No I have not signed a
12 confidentiality agreement
13 Q Well, that's all right Even though
14 this is marked confidential, we're going to
15 waive confidentiality on it
16 MS BROWN We'll get her to sign
17 it
18 MR McCOLLough That's all right
19 We can waive confidentiality It's all right
20 MS BROWN You're waiving
21 confidentiality on this exhibit?
22 MR McCOLLough Yes, I am
23 Q (By Mr McCollough) Take a look at
24 what's Bates marked 000141
25 A Okay
0364
1 Q Does that appear to be a Central Office
2 Code Assignment Request - Part 1, effective May
3 18, 1998?
4 A Yes, it does
5 Q Are you familiar with this form?
6 A Yes, I am
7 Q Does it appear to be an executed
8 application by ASAP tagging?
9 A Correct I assume that's ASAP It's
10 an executed copy, yes, sir
11 MR McCOLLough Okay I'd like
12 to offer ASAP-16
13 JUDGE WALSTON Any objection?
14 MS BROWN No, Your Honor
15 JUDGE WALSTON ASAP-16 will be
16 admitted And we'll note for the record that
17 ASAP has waived confidentiality as to this
18 exhibit
19 (ASAP Exhibit No 16 admitted)
20 Q (By Mr McCollough) Okay Take a look
21 at Section 1.2
22 A Yes, sir
23 Q It asks for the NEA, which is the area
24 code Right?
25 A Yes, sir
0365
1 Q It asks for the LATA and the number
2 558 That's the LATA -- that's the number for
3 the Austin LATA, isn't it?
4 A Austin LATA Correct
5 Q And it asks for an OCN?
6 A Uh-huh
7 Q And that stands for operating carrier
8 number?
9 A Yes
10 Q And there's a number there
11 A Right ASAP's
12 Q When someone is filling out these
13 codes, the OCN entry is the OCN that has been
14 assigned to the requesting carrier Correct?

9 CenturyTel in San Marcos, CenturyTel will
10 exchange -- on a local basis for retail
11 purposes, rated to its customers -- calls to
12 ASAP's Lockhart, Kyle and Pentress NXXs?
13 A If I had -- because these are one-way
14 originated calls, if you had an interconnection
15 in San Marcos with a San Marcos phone number,
16 why would you need even local calling to
17 Lockhart?

18 MR McCOLLOUGH I'm sorry, Your
19 Honor Objection Nonresponsive
20 JUDGE WALSTON Listen to his
21 question Why don't you restate it
22 Q (By Mr. McCollough) Let's not assume
23 that ASAP gets a San Marcos number for a second
24 A Okay
25 Q Assume instead that ASAP establishes a

0357
1 point of interconnect with CenturyTel in San
2 Marcos.
3 A Okay
4 Q Under that situation, will CenturyTel
5 route calls from its end users in San Marcos to
6 ASAP's Lockhart NXX?
7 A Yes I could negotiate an arrangement
8 with you that that would accommodate that
9 Q One in which CenturyTel's end users
10 would not be charged toll?
11 A With that point of connection there, or
12 an assumed point of interconnection allowing you
13 to use all those facilities, yes, that would be
14 true
15 Q Use what facilities? I'm sorry You
16 say "use all those facilities." I'm curious
17 which facilities you are referring to
18 A That toll facility to get you back to
19 your point of interconnection In that
20 instance, where I would not require you to
21 necessarily have a physical interconnection, I
22 could negotiate an arrangement with you where we
23 would provide the facilities on your behalf
24 Q Special access Right?
25 A Possibly

0358
1 Q What other alternatives are there?
2 A You could enter into a usage based, if
3 you so chose
4 Q Collocate?
5 A It's negotiated
6 Q What if ASAP said, "Okay, we're going
7 to put a hut right next to Southwestern Bell's
8 hut" --
9 A Uh-huh
10 Q -- "and we're going to run fiber to it
11 And, come on Run to us"
12 A Uh-huh
13 Q Y'all will do that?
14 A Yes
15 Q And you will construct fiber from your
16 San Marcos end office to the hut next to

17 Southwestern Bell?
18 A Or use existing -- some existing
19 facilities.
20 Q So you will connect --
21 A I will meet you
22 Q You will meet us in San Marcos Do we
23 need an agreement, a written agreement?
24 A Yes
25 Q Why?

0359
1 A Just to materialize the agreement
2 Q It's for purposes of establishing ELCS,
3 isn't it?
4 A (Witness nodded head)
5 Q You cite the Commission rule which says
6 you have to offer -- to make the same terms and
7 conditions available for --
8 A Oh, yes And the same terms and
9 conditions no less favorable would be offered
10 Q Okay Well, you don't have a written
11 agreement with Bell Why are you requiring one
12 with us?
13 A The arrangement with Bell was
14 established before all of this And I'm not
15 saying that it wasn't necessary -- that we don't
16 have a written agreement with Bell I mean --
17 Q Mr Terracina's traffic analysis came
18 in yesterday Did you look at the volumes?
19 A Uh-huh Oh, yes, sir
20 Q That's less than a TI's worth of
21 traffic, isn't it?
22 A I can't testify to that First of all,
23 I'm not qualified, and second of all, I do not
24 know the time of day, the busy hour, or anything
25 on this traffic

0360
1 Q Can you imagine that that volume of
2 traffic would justify construction of fiber
3 facilities?
4 A You don't have to construct fiber. You
5 don't have to have a full span.
6 Q Can we make arrangements with Bell to
7 meet you at the meet point?
8 A Yes If you obtain facilities from
9 Bell, yes, you can.
10 Q And in that situation, would ASAP be
11 allowed to not have a San Marcos NXX and still
12 achieve local calling to its Lockhart NXX?
13 A If I had a physical facility there, or
14 an arrangement for you use someone else's
15 facilities, then, yes I mean, contractually, I
16 could arrange something to hand that traffic to
17 you
18 Q So it's your position that ASAP could
19 make this arrangement with CenturyTel, and
20 without the need to get a San Marcos NXX, and
21 without the need to establish a switch or a POI
22 in Lockhart, you will route -- CenturyTel will
23 route calls originating from its users in San
24 Marcos to ASAP's Lockhart NXX, rated as toll, no

19 number to the GTE Southwest exchanges over Buda
20 and Kyle." In the GTE of Dale, Fentress,
21 Lytton, Martindale, and San Marcos Telephone of
22 San Marcos
23 Q Okay Well, they mention the
24 petitioning exchange of Lockhart up top, too,
25 don't they?
0352

1 MS. BROWN: Your Honor, I'm going
2 to object to further questioning regarding this
3 exhibit. What we have is one page that's
4 incomplete, and then there's an attachment. And
5 there's -- it's not certified, so we don't even
6 know if the attachment is a part of Page 1, and
7 we don't have the entire exhibit. And it's not
8 a certified copy, to begin with. So I would
9 object to Mr. McCollough trying to ask this
10 witness to prove up what's a piece-part of some
11 document that may or may not have gone together
12 MR. McCollough I'm in the
13 authentication stage right now

14 JUDGE WALSTON: We can let him
15 try. He may or may not be successful. But at
16 this point, I'll let him at least ask his
17 questions to try and authenticate it.

18 MR. McCollough By the way, I'll
19 represent for the record that I handed Ms. Brown
20 the entire file

21 MS. BROWN: Well, Your Honor, once
22 again, it's not certified, either.

23 MR. McCollough Well, take a

24 look --
25 JUDGE WALSTON: Go ahead and ask
0353

1 your question.
2 Q (By Mr. McCollough) Take a look on the
3 right-hand corner of this particular page

4 MS. BROWN: Your Honor --
5 Q (By Mr. McCollough) Take a look at the
6 right-hand side. Do you see the PUC file mark
7 on it?

8 A There is something on it, yes.

9 Q Doesn't that look like a file stamp
10 from the Public Utility Commission?

11 A I can't tell.

12 Q Well, maybe some other witness will be
13 able to do it. But if, indeed, when
14 Southwestern Bell established ELCS in -- for
15 Lockhart and San Marcos it installed a brand new
16 24-fiber cable. There's more than one facility,
17 isn't there?

18 A I don't know. This particular thing,
19 though -- now, I'm only reading. I have the
20 first paragraph

21 JUDGE WALSTON: Forget the
22 exhibit. I think he's just asking you to --
23 he's abandoned the exhibit for now. He's just
24 asking you to assume this fact, as I understand
25 the question. Correct?
0354

1 MR. McCollough Yes, Your Honor
2 JUDGE WALSTON Why don't you
3 restate it and ask her to assume the fact

4 Q (By Mr. McCollough) Well, if I
5 establishing ELCS service between San Marcos and
6 Lockhart, Southwestern Bell installed -- placed
7 a 24-fiber cable. That's more than one
8 facility, isn't it?

9 MS. BROWN Your Honor, I'm going
10 to object to the question because he did not ask
11 -- he witness to assume the facts that he's
12 attempting to get into the record

13 JUDGE WALSTON Why don't you just
14 put the magic word "assume" in there somewhere
15 Q (By Mr. McCollough) Please assume that
16 Southwestern Bell assumed a brand-new 24-pair
17 fiber when it established ELCS between San
18 Marcos and Lockhart. Can you assume that?

19 A No, I can't assume that

20 JUDGE WALSTON For purposes of
21 this question, assume it

22 A Okay I can assume that, but he's
23 stating -- all right. Go ahead

24 JUDGE WALSTON He just asked you
25 to assume it
0355

1 Q (By Mr. McCollough) Is that more than
2 one facility?

3 A I have no idea where those facilities
4 are going and terminating to. And as a
5 definition of a facility, that could be
6 established as one trunk group with multiple
7 DSLs terminating, but as one entity used for
8 termination and multiple offices

9 Q Let's talk about any other alternatives
10 ASAP may have in order to secure local call in
11 between San Marcos and -- CenturyTel San Marcos
12 users and Lockhart NXX Mission 1 Type 1
13 interconnection with Bell in Lockhart. What's
14 another alternative?

15 A They could establish an interconnection
16 in San Marcos and actually obtain San Marcos
17 phone numbers if their goal is to really have
18 local calling in San Marcos

19 Q Just assume for a second we're trying
20 to establish local calling in Lockhart

21 A You have local calling in Lockhart, I
22 assume, with Bell

23 Q But Lockhart is ELCS with San Marcos
24 They're all one local calling area, aren't they?

25 A With that arrangement that you would
0356

1 have with San Marcos under an interconnection
2 agreement, we could probably establish ELCS or
3 some type of calling to Lockhart under that
4 agreement

5 Q Would you want reverse billing?

6 A It's negotiable

7 Q So it's your testimony that if ASAP
8 established a point of interconnect with

3 sir
4 Q Now, presumably ASAP would have to pay
5 for the transport back from the Lockhart switch
6 to its switch in Austin, wouldn't it?
7 A Presumably, that's between you and
8 Southwestern Bell
9 Q Well, under the Mountain decision -- I
10 think you cite that Wouldn't we have to pay
11 for the transport?
12 A Again, that's a negotiated arrangement
13 between you and Bell
14 Q But under the Mountain decision -- the
15 FCC held in Mountain that when you have
16 dedicated transport between two rate centers,
17 the ILEC is allowed to charge the CMRS carrier
18 who has a switch in a different rate center
19 dedicated transport, didn't it?
20 A Yes, sir I mean, the ILEC is able to
21 charge for more than that, if that's the
22 arrangement
23 Q Here's my question to you You agree
24 with me that on the ELCS situation, your
25 maintenance responsibility ends, and you bear no
0348
1 cost responsibility beyond your meet point with
2 Bell. Correct?
3 A I did not say I bear no cost
4 responsibility What I said was that it is
5 CenturyTel of San Marcos's obligation to
6 maintain and provide that trunking facility up
7 to the meet point I did not say there weren't
8 any additional costs
9 Q CenturyTel incurs costs related to
10 the --
11 A To the use of that toll tandem
12 facility, yes
13 Q We're talking about ELCS -- ELCS, not
14 toll
15 A Okay On ELCS, that is correct
16 Q There is no cost responsibility past
17 your meet point?
18 A Correct
19 Q So CenturyTel is cost indifferent,
20 isn't? Regardless of whether after it leaves
21 the meet point, the call -- let me finish -- the
22 call goes through Austin, through Greenwood, to
23 Lockhart, and then back to Austin The routing,
24 after it leaves here, doesn't affect you in any
25 respect, does it?
0349
1 A For the use of the ELCS facilities?
2 Q Yes
3 A In that instance, all right, I --
4 again, I have one facility, one direct
5 connection that is end office to end office for
6 the termination and the origination of ELCS
7 traffic. It is provided in provision between
8 Southwestern Bell and CenturyTel If ASAP
9 reached an arrangement where they could use the
10 Bell facility, I don't care You are absolutely

11 right But that doesn't exist today. The
12 maintenance provision of that facility is
13 between Century and Southwestern Bell
14 Q You say you have one facility for ELCS
15 Do you know -- how many dedicated fibers are
16 there for ELCS, do you know?
17 A I don't know offhand, no, sir
18 Q Do you know how many fiber facilities
19 Southwestern Bell put in when it originally
20 established ELCS as part of the PUC ELCS
21 proceeding?
22 A No, sir, I do not
23 Q Just assume with me for a second, since
24 I can't find the exhibit -- just assume with me
25 that Bell represented to the PUC that it had to
0350
1 put in nine new fibers to cover ELCS traffic.
2 That's more than one facility, isn't it?
3 MS BROWN: Your Honor, I'm not
4 sure what the question is. Mr McCollough made
5 a representation about what Bell might have said
6 in another proceeding, and then asked the
7 witness whether based on that representation
8 that was or wasn't a full facility I'm not
9 sure that the question is an appropriate
10 question Or I would object to the question in
11 that it's asking the witness to speculate based
12 on hearsay
13 JUDGE WALSTON: Well, I think he
14 can -- she's an expert He can ask her a
15 hypothetical question that "if you assume." You
16 need to make --
17 MS BROWN I agree with that
18 It's just unclear whether that was what he was
19 doing, Your Honor
20 JUDGE WALSTON You want to
21 rephrase your question, Mr McCollough?
22 MR MCCOLLOUGH Sure
23 MR. MCCOLLOUGH: Well, I found the
24 exhibit Let me get this marked.
25 (ASAP Exhibit No. 14 marked)
0351
1 Q (By Mr McCollough) Have you been
2 handed what's been marked ASAP Exhibit 14?
3 A Not yet Thank you
4 JUDGE WALSTON Let me just make a
5 statement for the record so it's clear
6 Yesterday we had an exhibit marked ASAP No 14,
7 but it was not offered and it has been
8 withdrawn. And so we have a new document,
9 although it's now marked as Exhibit 14 Go
10 ahead, Mr McCollough
11 Q (By Mr McCollough) Ms Smith, let me
12 try to lead you through this so we can save some
13 time Does this appear to be a Submission of
14 Affidavit of Costs in PUC Project 13267 by
15 Southwestern Bell related to ELCS service
16 between San Marcos, Buda, Kyle, Lytton Springs,
17 Martindale? Is that what it purports to be?
18 A It is "in the above-styled and project

13 Q Do we get the whole NXX?
 14 A You can if you want
 15 Q And we can associate it with the
 16 Lockhart exchange?
 17 A Yes, sir
 18 Q So you're suggesting that we have to
 19 have Type 1 interconnection if we don't want to
 20 have an agreement?
 21 A Uh-huh
 22 Q Which does what? That creates a
 23 physical presence here?
 24 A It sure does.
 25 Q And that's really what we're getting at
 0343
 1 here. You're saying that ASAP has to have a
 2 physical presence in Lockhart. Right?
 3 A Under an arrangement, yes
 4 Q And a physical presence is a point of
 5 interconnect or switch?
 6 A In this instance, it would be a point
 7 of interconnect. Your switch would still be in
 8 Austin
 9 Q Well, let's think about it. We got a
 10 Type 1 interconnection and either got a Bell
 11 Lockhart NXX or got our own and associated it
 12 with Lockhart rate center.
 13 A Okay.
 14 Q A CenturyTel end user picks up the
 15 phone, would dial that number. It would go over
 16 the facility to the interconnect point with
 17 Bell. It would ride somehow to Lockhart. It
 18 would go to Lockhart. Right?
 19 A Uh-huh
 20 Q Now, if ASAP has a single switch which
 21 serves its entire Austin LATA operations --
 22 A Uh-huh
 23 Q -- GMSR carriers can do that, can't
 24 they?
 25 A Sure.
 0344
 1 Q Okay
 2 A Anyone could have a single switch to
 3 serve the entire LATA
 4 Q Very good. The call would go from San
 5 Marcos to Lockhart, however it got there. Would
 6 it go over the ELCS trunks?
 7 A Yes, it would
 8 Q And then it would have to somehow be
 9 transported from Lockhart to Austin, wouldn't
 10 it?
 11 A Uh-huh.
 12 Q If that's where the switch is?
 13 A Uh-huh.
 14 Q Assume with me for a second, if you
 15 would, that the ELCS trunks between Southwestern
 16 Bell and Century --
 17 A Uh-huh
 18 Q -- are physically routed through Austin
 19 switched, but physically routed through Austin
 20 Can you assume that?

21 A Uh-huh
 22 Q So --
 23 JUDGE WALSTON Ms Smith, it's
 24 easy --
 25 WITNESS SMITH I'm sorry
 0345
 1 -- in a normal
 2 conversation to go "uh-huh" and "uh-huh," but
 3 that's hard for the court reporter to get down
 4 so if you can say "yes" or "no" --
 5 A Yes, sir
 6 Q (By Mr. McCollough) If that's the case
 7 in this situation where ASAP got Type 1
 8 interconnection and had NXXs, whether they got
 9 them from Bell or got its own in the Lockhart
 10 rate center -- let's follow the physical path of
 11 the call from a user to San Marcos switch,
 12 over the common facilities, over your facilities
 13 to the meet point. And then we're assuming --
 14 MS BROWN Your Honor, I'm sorry
 15 to interrupt, but I think it will be unclear
 16 Mr. McCollough used the word "common facilities"
 17 and I think the witness has testified several
 18 times they are separate facilities
 19 MR. MCCOLLOUGH I understand
 20 I'll back up
 21 MS BROWN. So --
 22 MR. MCCOLLOUGH I'll back up and
 23 I'll try to break it up
 24 Q (By Mr. McCollough) The caller
 25 would -- user would pick up the phone, dial the
 0346
 1 seven-digit number. Right?
 2 A Yes, sir
 3 Q Okay. It would be switched by your
 4 end-office switch in San Marcos?
 5 A Yes, sir
 6 Q And it would be placed on the ELCS
 7 trunks?
 8 A Yes, sir
 9 Q And it would then go to the meet point
 10 with Southwestern Bell, wouldn't it?
 11 A Yes, sir
 12 Q Now, we are assuming that the ELCS
 13 trunks are physically -- they go through Greenwood
 14 and specifically through Greenwood. We're
 15 assuming that
 16 A We are assuming okay
 17 Q So with that assumption, we would ride
 18 over the ELCS trunks to Austin Greenwood. The
 19 call would then go to Lockhart -- right -- and
 20 be switched to Lockhart end-office switch?
 21 A Yes, sir
 22 Q All right. And put back on another
 23 transport facility and hauled back to Austin
 24 Correct?
 25 A Yes, sir
 0347
 1 Q And then handed off to ASAP switch?
 2 A If that's the way it was ordered, yes.

23 terminates at those two locations
24 Q (By Mr. McCollough) I understand So
25 a call from a CenturyTel end user -- here we go
0338
1 My little triangle with a hat on it is an end
2 user of CenturyTel San Marcos And that user is
3 connected on the line side Right?
4 A Uh-huh
5 JUDGE WALSTON: You need to be
6 sure and say "yes, sir"
7 A Yes, sir
8 Q (By Mr. McCollough) And if that user
9 is trying to call a Lockhart user of
10 Southwestern Bell, then we'll dial the number on
11 a seven-digit basis Correct?
12 A Correct
13 Q CenturyTel's switch will say, oh,
14 that's a Lockhart number Lockhart is ELCS I
15 have these translations that tell me to put it
16 on these ELCS trunks Correct?
17 A Yes
18 Q Okay And these ELCS trunks on the
19 trunk side of the San Marcos switch go out of --
20 on a CenturyTel-owned facility Correct?
21 A Correct
22 Q Fiber Right?
23 A Correct
24 Q And go to a meet point with
25 Southwestern Bell in the city of San Marcos
0339
1 Correct?
2 A Correct
3 Q At which point CenturyTel's ownership
4 and maintenance responsibility ends Correct?
5 A Correct
6 Q Southwestern Bell's ownership and
7 maintenance responsibility begins Correct?
8 A Correct
9 Q And then the call goes to Lockhart,
10 however it goes?
11 A Right The only thing that I would say
12 is different there is you have an end office and
13 a tandem That is correct There are two
14 facilities, though It may be one big cable
15 that comes out or one piece of fiber, but it is
16 separated. There are trunks that go to the
17 end-office side and there's trunks for the toll
18 tandem side. In this instance, there are two
19 separate facilities There is one facility that
20 goes -- that is designated for
21 end-office-to-end-office completion, and there
22 are separate trunking facilities that are used
23 to go straight to the Greenwood tandem
24 Q Okay What you're telling me is you're
25 going to have two different exit points from the
0340
1 switch in San Marcos, two different channels?
2 A (Witness nodded head)
3 Q I believe you did acknowledge, however,
4 that those channels may, in fact, go on the same

5 big, fat cable?
6 A It may eventually reach the same big,
7 fat cable There may be lots of things on the
8 same big, fat cable
9 Q And the same big, fat cable would go to
10 the same place where CenturyTel meets
11 Southwestern Bell. Right?
12 A Physically?
13 Q Yes
14 A The same hut?
15 Q Yes
16 A Yes
17 Q Okay And so for both ELCS and
18 intraLATA toll, CenturyTel's responsibility --
19 maintenance responsibility, cost
20 responsibility -- ends at the Southwestern Bell
21 hut in San Marcos?
22 A Maintenance responsibility, yes.
23 Q And cost responsibility?
24 A Well, now, when you say "cost
25 responsibility" -- I still have an obligation
0341
1 when I use that toll facility to pay Bell for
2 transport on it
3 Q And when you -- and that's right; on a
4 call-by-call basis
5 A So, I mean, my cost responsibility does
6 not end, but my maintenance responsibility --
7 Q Now, let's talk about what it is that
8 CenturyTel suggests ASAP must do in order to
9 secure local calling between San Marcos users of
10 CenturyTel and ASAP's customers of Kyle,
11 Pentress and Lockhart. Let's start with
12 Lockhart What's the absolute first step? Do
13 we have to have an agreement?
14 A Do you want to talk about a way not to
15 have an agreement? The only way that I could
16 see that where you would not have to have an
17 agreement, ever, is if you had a Type 1
18 interconnection in Lockhart, and you had a
19 physical facility in Lockhart, that would allow
20 us to transverse your traffic over that Lockhart
21 facility, where then Bell would terminate it on
22 to ASAP
23 Q Okay Let's talk about that. You're
24 suggesting that if ASAP obtained Type 1 CMRS
25 interconnection from Southwestern Bell and got a
0342
1 Southwestern Bell number --
2 A No It does not have to be a
3 Southwestern Bell number
4 Q CMRS carriers can use their own NXXs
5 for Type 1?
6 A Yes
7 Q And when they do --
8 A You would just move it to the Bell
9 office, but it's still your code
10 Q Well, Bell would assign it to us rather
11 than NANPA?
12 A No That's incorrect

7 can't remember Okay Now, ASAP won't go into
8 Lockhart Lockhart has a switch. Southwestern
9 Bell has an end-office switch. It's not a
10 tandem, is it?
11 A That's correct
12 Q They've got a switch here, too. And
13 then in Austin, we've got Greenwood Southwestern
14 Bell tandem. And that's a pure tandem, isn't
15 it?
16 A Greenwood?
17 Q Yes
18 A I don't know.
19 Q It does not have combined end-office
20 switching?
21 A I don't know
22 Q Do you know what I mean by "pure
23 tandem"?
24 A Uh-huh.
25 Q It does nothing but trunk-to-trunk
0334 1 switching.
2 A Yeah
3 Q There is no line side to trunks?
4 A Yeah. And I don't know.
5 Q All right. But when you have a
6 tandem -- when you're performing a tandem
7 function, you're going trunk side to trunk side
8 Correct?
9 A Uh-huh.
10 Q As opposed to line side to trunk side.
11 Line side to trunk side would be when you have
12 an end user off of a switch with a basic
13 voice-grade line or maybe an ISDN or something,
14 and then it comes out to go to another office
15 A trunk implies, does it not, that you are
16 connecting with a physical facility to switching
17 vehicles. Right?
18 A (Witness nodded head)
19 Q So we have trunks between Greenwood and
20 Lockhart and they are connected on the trunk
21 side. Right?
22 A I assume.
23 Q And then Lockhart -- Southwestern Bell
24 has many users that are connected to it on the
25 line side. Right?
0335 1 A I cannot speak to Southwestern Bell's
2 network. Am I just going to assume that what
3 you're telling me is correct?
4 Q If it's an end-office switch, wouldn't
5 that be the case?
6 MS BROWN: Your Honor, I think --
7 and if the witness doesn't know -- I think the
8 witness is appropriately indicating she doesn't
9 know Southwestern Bell's network. So it
10 Mr. McCollough wants her to assume certain facts
11 to make the correct clear, I think we need to
12 have the question so structured
13 Q (By Mr. McCollough) Well, you did
14 testify that the switch in Lockhart is not a

15 tandem, didn't you?
16 A That is my understanding
17 Q All right. Can't you fairly -- if your
18 understanding is correct, can't we fairly well
19 conclude that this is a Class 5 end office?
20 MS BROWN Your Honor, the same
21 issue
22 JUDGE WALSTON I think he can ask
23 her to assume it. If she knows, she knows. If
24 she doesn't, she doesn't.
25 Q (By Mr. McCollough) Assume it's an end
0336 1 office
2 A Okay. I'm with you
3 Q And the function of an end office is to
4 connect end users to other end users, and when
5 that happens, they're both on the line side
6 Right?
7 A Uh-huh
8 Q Or an end-office switch will connect a
9 user to the trunk side of the switch where the
10 call will go to another switching vehicle, such
11 as a tandem or another end office
12 A Okay
13 MS. BROWN Once again, Your
14 Honor, I think the record is unclear whether
15 that's an assumption or the witness knows for
16 sure the response
17 A I'm assuming
18 JUDGE WALSTON If you're
19 assuming, then you just say "I assume." So if
20 you know it to be a fact or you understand it to
21 be a fact, state it. Otherwise, let us know it
22 you're assuming or if you know
23 Q (By Mr. McCollough) Now, the
24 end-office tandem switch in San Marcos owned by
25 CenturyTel is connected to Southwestern Bell's
0337 1 Greenwood tandem, is it not?
2 A There is a connection between San
3 Marcos and the Austin Greenwood tandem, a
4 physical facility that is jointly provided
5 between Southwestern Bell and CenturyTel for the
6 purposes of toll exchange, yes
7 Q Well, there's also a meet point for the
8 purposes of ELCS, isn't there?
9 A Not on that facility
10 Q Doesn't it go to the same place?
11 A I will tell you that that trunk is
12 engineered to go from the San Marcos end-office
13 side to the Lockhart end office. How Bell
14 routes it is their decision. I have no idea --
15 Q We missed each other
16 MS BROWN Your Honor, may she
17 finish? You have no idea --
18 A I have no idea what Bell does with
19 their own cabling and facilities, their own -- I
20 have no idea what they do. The trunk itself
21 goes between the San Marcos end-office side and
22 the Lockhart end office. It physically

17 Q Okay So we're deeming them to be in
18 Austin?
19 A Yeah Well, I am not saying that
20 they're in Austin What I am saying is that
21 that is the only point that we know of right
22 now If we had a negotiated agreement, we would
23 recognize something else
24 Q So we're deeming them to be in Austin?
25 A Uh-huh

0329
1 Q Yes?
2 A (Witness nodded head)
3 Q So why is it that when a CenturyTel
4 user makes a toll call to a Southwestern Bell
5 user in Austin, CenturyTel is the IXC, but when
6 a CenturyTel user in San Marcos calls an ASAP
7 customer deemed to be in Austin, CenturyTel is
8 not the IXC?
9 A I don't think anyone said CenturyTel
10 was not the IXC
11 Q Well, it's the IXC that's responsible
12 for access charges, isn't it?
13 A In this case, in a local environment,
14 if we had an interconnection arrangement, the
15 POI -- the Austin switch -- is part of the MTA
16 That is defined as part of the local calling
17 area
18 Q Toll doesn't apply to local calls?
19 A That is not the case This is for
20 reciprocal comp purposes
21 Q Okay So for --
22 A End-user rating is totally separate
23 from recip comp
24 Q Okay We agreed to that yesterday
25 A All right

0330
1 Q So you are saying that it is possible
2 for there to be a local call for rating
3 purposes, but a nonlocal call for access
4 purposes, for compensation purposes? I think we
5 went through that yesterday, too, didn't we?
6 A Uh-huh Definitely
7 Q All right Back to the San Marcos user
8 calling a SWBT Austin user. That's not local
9 Right?
10 A Right
11 Q And, therefore, for rating purposes,
12 it's toll Right?
13 A Correct
14 Q And for --
15 A Rating purposes to the end user
16 Correct
17 Q And for carrier compensation purposes,
18 access charges apply?
19 A Right
20 Q And Century pays Bell Right?
21 A Right It's two ILECs
22 Q Is a call from San Marcos to Lockhart
23 toll?
24 A To whom?

25 Q Does it make a difference?
0331
1 A Yes.
2 Q So it's CenturyTel's position that ELCS
3 is exclusive domain of incumbent LECs?
4 A Oh, no Our position is that a CLEC
5 could come to us and arrange the same
6 arrangement that we have with SWBT It is not
7 an exclusive domain. It's just that we have to
8 establish the arrangement.
9 Q And you have an arrangement with SWBT,
10 by virtue of them having that hut there on
11 Wonder World Drive You interconnect with them
12 in San Marcos?
13 A I have an ELCS arrangement with them
14 where we jointly provide facilities and
15 terminate -- end office termination track
16 between the two of us.
17 Q It's a virtual arrangement There's no
18 written contract Correct?
19 A There is no written agreement
20 Q Well, the tariff of San Marcos -- of
21 CenturyTel of San Marcos does not say that calls
22 from San Marcos to Lockhart are local if the
23 carrier who has the Lockhart number has an
24 arrangement with Century, does it?
25 A The tariff says "Lockhart "

0332
1 Q It just says calls to Lockhart Right?
2 A Yes It does say calls to Lockhart
3 Q Okay We all get to suffer through my
4 horrible writing So I apologize
5 MR MCCOLLOUGH: Would you still
6 have your little markers?
7 Q (By Mr McCollough) Let me hasten to
8 say that I'm not going to represent that --
9 because I'm drawing these circles for the
10 various cities -- that they are geographically
11 correct or correct in terms of distances between
12 cities Okay?
13 A Okay
14 Q We've got San Marcos We've got
15 Austin We've got Lockhart And we've got
16 Kyle And we've got Pentress Okay. Now,
17 CenturyTel has a switch in San Marcos, an
18 end-office switch, that is also a tandem
19 Correct?
20 A Correct
21 Q Pentress is served by Verizon.
22 Correct?
23 A Correct
24 Q And it has a switch Correct? May be
25 a remote, may be a host, but it's got a switch?

0333
1 A Uh-huh
2 Q It does not have a tandem Right?
3 A That is correct
4 Q Kyle has a switch, of sorts It may be
5 a remote, it may be a tandem I can't remember
6 I mean, it may be a remote, may be a host I

1 follows:

2 CROSS-EXAMINATION (CONTINUED)

3 BY MR. MCCOLLUGH, how familiar are you with

4 Q Ms Smith, how familiar are you with

5 CenturyTel San Marcos' switched access rate

6 elements?

7 A Only generally

8 Q Have you seen their intrastate switched

9 access tariff?

10 A I've seen it, but I couldn't quote you

11 the rates

12 (Sotto voce discussion between

13 Mr McCollough and Ms Brown)

14 MR MCCOLLUGH I apologize, Your

15 Honor.

16 JUDGE WALSTON: No problem

17 MR. MCCOLLUGH While we're

18 making a copy, let me jump to another subject

19 Q (By Mr. McCollough) CenturyTel never

20 paid Southwestern Bell for usage charge when a

21 Southwestern Bell customer calls a CenturyTel

22 customer from Lockhart to San Marcos, does it?

23 A It transversees over the EICS route, no

24 Q So it's bill and keep?

25 A If it transversees over the EICS route

0325 Q Similarly, CenturyTel never pays

1 Southwestern Bell access when Southwestern Bell

2 sends a call?

3 A No We each are responsible to

4 maintain and support and provide the facilities

5 MR WALSTON. Ms Smith, if you

6 can raise your voice just a little bit, I'd

7 appreciate it.

8 Q (By Mr. McCollough) And when there is

9 a call from San Marcos to Lockhart, CenturyTel

10 doesn't pay Bell and Bell doesn't pay CenturyTel

12 on a usage basis?

13 A On a usage-sensitive basis, no.

14 Q When a CenturyTel user who is

15 presubscribed to CenturyTel's intrastate long

16 distance service, dials 1-plus and makes a call

17 to a Southwestern Bell Austin customer -- are

18 you with me?

19 A Uh-huh

20 Q Southwestern Bell charges CenturyTel

21 terminating access, doesn't it?

22 A Yeah. Transport and switching

23 termination, yes.

24 Q So CenturyTel is the originating

0326 carrier?

1 A In some cases.

2 Q Well, CenturyTel here is a

3 presubscribed intrastate carrier

4 A Okay. Yes.

5 Q And one of its users calls -- one of

6 its users in San Marcos calls a Bell user in

7 Austin.

8 A Correct.

9 Q CenturyTel is the originating carrier

10 Correct?

11 A That is correct

12 Q And it pays Bell when Century's

13 customer calls Bell's customer in Austin?

14 A That's correct

15 Q So then why do you think that -- even

16 if we accept that the call from a CenturyTel

17 customer in San Marcos goes to Austin when a

18 CenturyTel user makes a call to an ASAP user --

19 why do you think that CenturyTel should charge

20 ASAP access when CenturyTel is the originating

21 carrier and ASAP is the terminating carrier?

22 A In that instance, there is originating

23 access and terminating access Only the

24 appropriate rate elements would apply

25 Q Well, who does CenturyTel charge

0327 originating access to?

1 A In this case, if CenturyTel is the PIC,

2 CenturyTel would be responsible

3 Q CenturyTel pays CenturyTel originating

4 access?

5 A (Witness nodded head)

6 Q We may have missed each other And

7 let's go back to the Southwestern Bell customer

8 in the Austin situation CenturyTel user in San

9 Marcos dials 1-plus and calls a Southwestern

10 Bell user in Austin Okay Long distance call

12 Right?

13 A Uh-huh

14 Q CenturyTel pays Southwestern Bell

15 terminating access?

16 A Correct

17 Q Okay Does CenturyTel pay anybody

18 originating access for the originating piece of

19 the call in San Marcos?

20 A I do not know the answer to -- if we

21 actually pay ourselves or if it's looked at -- I

22 mean, in that instance, we acted as an IXC

23 Q Uh-huh So when a CenturyTel user in

24 San Marcos calls a Southwestern Bell user in

25 Austin, CenturyTel is acting like an IXC.

0328 A Correct?

1 A If we were the prescribed PIC, yes

2 Q Yet, when a CenturyTel user in San

3 Marcos calls an ASAP customer that is deemed to

4 be in Austin, CenturyTel is not the

5 interexchange carrier?

6 A Repeat the question

7 Q All right We now have a CenturyTel

8 user in San Marcos --

9 A Uh-huh

10 Q -- calling an ASAP customer who is

11 deemed to be in Austin

12 A Uh-huh

13 Q 'All are saying that all of ASAP's

14 customers are in Austin, aren't you?

15 A Right now, yes

11 cited to that part of the text, it would Yes
12 Footnote 2 and Footnote 3 So that would
13 include the footnotes.

14 Going back to the motion to strike on
15 Mr Goldstein, the Paragraphs 4, 5 and 6 of the
16 motion to strike are denied. Going to
17 Mr Gaetjen's rebuttal testimony, Paragraph 7 is
18 denied Paragraph 8 is granted It's Page 3,
19 Line 12 through Page 3, Line 13, that first
20 sentence that ends with, "ILECs otherwise would
21 have." That's where it ends I think that's
22 argumentative

23 Going back to motion, Paragraphs 9
24 through 13 are denied Paragraph 14 is granted
25 It's Page 8 starting on Line 12 with the word
0320

1 "second" -- "second with the regard to traffic"
2 through Line 15 I'll grant the motion to
3 strike that testimony. And I'll just note that
4 I had to look up the meaning of
5 "preverification "

6 But Paragraphs 15, 16, 17, 18, 19, 20,
7 21, 22, 23, and 24 are denied

8 Concerning Paragraphs 25 and 26, I note
9 that some of the statements referred to -- could
10 be characterized as hearsay, but they appear to
11 be statements by a party opponent, and also --
12 at least, as I understand the testimony, they're
13 offered to show Mr Gaetjen's understanding of
14 the situation, as opposed to the truth of the
15 matter contained in those statements

16 Paragraph 27, I'll grant That's Page
17 20, beginning on Line 25, "this discussion of
18 the Michigan Commission", and going over to the
19 top of Page 21, the first sentence in that
20 question that refers to the Michigan Commission
21 would be also granted So what's not stricken
22 would be beginning on Page 21, Line 2. "What
23 does CenturyTel of Texas tariff say?" That's
24 not stricken

25 MR MCCOLLOUGH Is the attachment
0321

1 also stricken, Your Honor? The Michigan
2 Commission order that's contained --

3 JUDGE WALSTON Yes It's
4 stricken

5 MR MCCOLLOUGH I presume that we
6 could still cite to it

7 JUDGE WALSTON: You can cite to it
8 and offer it as a legal document, but as far as
9 being offering into evidence, it's not an
10 evidentiary matter Also, on Page 21, this is
11 Paragraph 29 of the motion to strike -- I've
12 granted in part The parts I'll strike begin on
13 Page 21, Line 25 about "the Illinois Commission
14 Rule, the same way in a similar case this
15 summer " That's Lines 25 to 26 and the footnote
16 accompanying it

17 Basically, what I'm doing is striking
18 some of this testimony concerning some of these

19 other state Commissions I don't know that
20 there's any evidence or discussion about whether
21 their laws are the same as ours or different
22 from ours, or whatever. So I'm going to strike
23 the testimony on those

24 So beginning on Page -- also in this --
25 under this same paragraph in the motion, Page
0322

1 22, Line 3 through Page 22, Line 5, and Footnote
2 24, the discussion of the Missouri Commission;
3 Page 22, Line 10 through Line 13 concerning the
4 discussion of the Iowa Commission; Page 22, Line
5 15 through 17, a discussion of the Oklahoma
6 Commission, and the accompanying footnotes with
7 that testimony

8 Let me back up Ms Brown, maybe I
9 misunderstood On Paragraph 28 of your motion,
10 it says, "Page 21, Line 8 refers to the Michigan
11 Commission," but as best I can tell, it doesn't.

12 MS. BROWN. Yes That should
13 continue on to Page 22, Line 2 I apologize

14 JUDGE WALSTON Okay Well, I
15 think I -- I think I've covered all these --
16 testimony concerning these other state rulings.
17 Except on -- also Page 23, Lines 1 through 2
18 dealing with a statement about what Florida
19 recently refused to do

20 Then Paragraphs 30 and 31 of the motion
21 to strike are denied So that will take care of
22 those

23 MS BROWN: Your Honor, on top of
24 Page 23, is that -- you're striking through Line
25 6?
0323

1 JUDGE WALSTON Hang on just a
2 minute No I didn't strike the testimony
3 concerning the FCC, just concerning the other
4 state.

5 MS. BROWN So it would end at
6 Line 2 with "proceeding "

7 JUDGE WALSTON. Correct. The
8 sentence, "Florida recently refused to issue a
9 decision in the case brought by Bell South
10 because of the pending FCC proceeding," that's
11 what's stricken

12 MS BROWN: Okay Great.

13 JUDGE WALSTON Okay Any other
14 preliminary matters that the parties have before
15 we resume with Ms Smith? Ms Smith, do you
16 want to come back up here? And I'll just remind
17 you that you remain under oath

18 MR MCCOLLOUGH Are we ready,
19 Your Honor?

20 JUDGE WALSTON Yes, you may
21 proceed

22 PRESENTATION ON BEHALF OF CENTURYTEL OF
23 SAN MARCOS, INC (CONTINUED)

24 SUSAN SMITH,
25 having been previously duly sworn, testified as
0324

TRANSCRIPT OF PROCEEDINGS

BEFORE THE

STATE OFFICE OF ADMINISTRATIVE HEARINGS

(FOR THE PUBLIC UTILITY COMMISSION OF TEXAS)

COMPLAINT, REQUEST FOR EXPEDITED)

RULING, REQUEST FOR INTERIM

RULING AND REQUEST FOR EMERGENCY) 473-02-2503

ACTION OF ASAP PAGING, INC (PUC DOCKET NO

AGAINST CENTURYTEL OF SAN

MARCOS, INC

HEARING ON THE MERITS

FRIDAY, OCTOBER 11, 2002

BE IT REMEMBERED THAT AT 9 00 a m , on

Friday, the 11th day of October 2002, the

above-entitled matter came on for hearing at the

State Office of Administrative Hearings, William

P Clements Building, 300 West 15th Street, Room

402, Austin, Texas, before THOMAS WALSTON,

Administrative Law Judge, and the following

proceedings were reported by Rachelle Latino,

Certified Shorthand Reporter of:

Volume 2

Pages 315 - 563

P O C E D I N G S

FRIDAY, OCTOBER 11, 2002

(9:00 a m)

JUDGE WALSTON. We'll go back on

the record at this time. This is a continuation

of the hearing on the merits in SOAH Docket No

473-02-2503, PUC Docket No 25673, Complaint of

ASAP Paging, Inc , against CenturyTel of San

Marcos, Inc

Before we continue with the testimony

today, I wanted to take up CenturyTel's motion

to strike rebuttal testimony of Fred Goldstein

and Ted Gaejen. And, again, I'll just state

initially that on the -- like on the motion to

strike the proffered testimony, for the

most part, I've allowed the parties to testify

concerning their positions on legal matters, but

I'd remind the parties that I'm not sure how

much weight I would give those, and they ought

to be prepared to brief any legal issues

on this one, on the motion to strike the

rebuttal testimony of Mr. Goldstein, paragraphs

1 and 2 go to his background. I'll deny those

on paragraph 3, Mr. McCollough, I had a

question. There's some testimony by

Mr. Goldstein on page 13, lines 11 through 26,

where Mr. Goldstein calculates some loop costs,

it I understand it correctly. And CenturyTel

has a complaint that the underlying data was not

provided and that they had had a request for

information on that. I'd give you an

opportunity to respond to that.

MR. MCCOLLOUGH. Let me first

clarify the exercise of Mr. Goldstein. The

benchmark Austin proxy model is a model that was

used by the FCC using input data provided by the

incumbent telephone company, this very large

computer program with multiple outputs. It is

correct that CenturyTel was not provided the

computer program or the output. To be quite

frank, we just didn't do it and I apologize. We

dropped the ball.

However, I do want to point out, this

was not a study for Mr. Goldstein. We used a

model developed by the FCC that the ILBCs

participated in and that ILBCs provided

information to CenturyTel has the data. They

have the benchmark Austin proxy model. They

used it, they all ran it. All that

Mr. Goldstein did was run the model that was

developed by the FCC and receive the output

generated by the model using the input data

provided by CenturyTel and other ILBCs to

produce a number. So this is all information,

that CenturyTel has. However, I will admit, no,

we did not provide it and I apologize.

JUDGE WALSTON. Anything you want

to add, Ms. Brown?

MS. BROWN. Your Honor, I would

disagree with the characterization the bench

mark model -- there are several versions of it

we don't know. He says "version 3.1." The

inputs are variable -- or can be varied. We

don't know what inputs were used to run through

that model. We don't even have the summary of

the outputs. All we have is what's on this --

in the testimony.

JUDGE WALSTON. Okay. I think

I'll go ahead and grant the motion to strike

I'm not sure -- it doesn't appear to me that

this is a critical issue in the case, anyway.

So I'll grant the motion to strike. Beginning

on page 13, line 11, with the line "While I do

not have access to CenturyTel's books" through

line 26 of page 13.

MR. MCCOLLOUGH. Page 13, line --

JUDGE WALSTON. Beginning on line

11, starting with the words, "While I do not

have access," through the end of that page

MR. MCCOLLOUGH. Through the end

of the page?

JUDGE WALSTON. Yes.

MR. MCCOLLOUGH. And that includes

your Honor?

JUDGE WALSTON. If the footnote is

9 A That is correct
10 Q A nonusage-sensitive cost is one that
11 does not change regardless of the amount of use.
12 It's a flat cost. Right?
13 A You could assume so.
14 Q Okay. So the reverse billing
15 arrangement charge, to the extent it did include
16 assessment of the carrier common line, would
17 have been for a rate that was higher than the
18 traffic-sensitive costs CenturyTel incurred in
19 delivering the particular call. Correct?
20 A No.
21 Q No?
22 A It is an interexchange call.
23 Therefore, the loop was used. It would have
24 been billed toll. The access provider would
25 have paid toll, including -- or would have paid

0313
1 carrier common line on that call, which was
2 built into the usage-sensitive rate component as
3 developed.
4 Q I understand, but you're not -- we're
5 just not communicating. The carrier common line
6 charge does not recover the incremental costs of
7 making a call, does it?
8 A No, it's not an incremental cost-based
9 rate.
10 Q So by -- to the extent that the charge
11 in the reverse billing arrangement includes a
12 carrier common line -- and in fact ASAP is
13 contributing towards cost recovery of
14 CenturyTel's loops. Correct?
15 A Again, a wide-area calling
16 arrangement --
17 MR McCOLLOUGH. Objection, Your
18 Honor. I'm going to object now.
19 JUDGE WALSTON. Can you answer the
20 question as he asked it?
21 A I don't know that I can answer that
22 question.
23 JUDGE WALSTON. If you can't
24 answer yes or no, just say, "I can't answer it
25 yes or no." Is that your answer?

0314
1 A Thank you.
2 JUDGE WALSTON. Yes. Are you
3 about to move on to something different,
4 Mr. McCollough?
5 MR McCOLLOUGH. I am.
6 JUDGE WALSTON. Why don't we go
7 ahead and break for the day. We don't want to
8 completely wear our court reporter out, or
9 ourselves out. So let's go off the record at
10 this time.
11 (Discussion off the record).
12 JUDGE WALSTON. We'll go back on
13 the record at this time. We're recessing for
14 the day, and we'll resume at nine o'clock in the
15 morning with -- continuing with Ms. Smith. Now
16 we'll go off the record.

17 (Proceedings recessed at
18 7:11 p.m.)
19
20
21
22
23
24
25

19 interstate access rate or the intrastate access rate?
20 rate?
21 A My understanding is the intra in some
22 states it's the same though
23 Q Do you know whether CenturyTel has
24 offered to any Texas CRRS provider a reverse
25 billing arrangement that would have assessed the
0308
1 interstate switched access rate?
2 A I do not know. I would not assume so,
3 but you know where that gets you I don't know
4 MR McCOLLOUGH I will not offer
5 this exhibit.
6 Q (By Mr. McCollough) In your opinion,
7 is the appropriate price to be charged a CRRS
8 carrier in a reverse billing arrangement the
9 intrastate switched access rate?
10 A I think that that is an appropriate
11 rate
12 Q Is CenturyTel willing to negotiate a
13 different, indeed, lower rate with a CRRS
14 carrier?
15 A Possibly
16 Q Have you ever agreed to anything but
17 your intrastate switched access rate in Texas?
18 A I don't know I would have to check
19 Q When we talk about intrastate switched
20 access, there's several elements in switched
21 access, aren't there? There's local switching,
22 local transport. You're nodding your head
23 You're agreeing with me that these rate elements
24 exist?
25 A Yes I didn't think you were finished
0309
1 yet
2 Q Tandem switching?
3 A If applicable,
4 Tandem transport?
5 A If applicable
6 Q Tandem common line?
7 A If applicable
8 Q If applicable
9 Q Well, do you know whether the reverse
10 billing arrangement that was offered to ASAP for
11 the first time -- back when it was first offered
12 a year ago would have included assessment of the
13 carrier common line?
14 A I have not added up the rate
15 components. The agreement, as proposed, said
16 they're paying today. I have not added up those
17 components though to determine what would have
18 been applicable to that though
19 Q So you don't know what per minute of
20 use price would have been assessed against ASAP
21 under the reverse billing arrangement that was
22 offered to ASAP?
23 A It wouldn't have been any higher than
24 what they're currently paying under 222
25 Q I understand what are they currently

1 paying for their 222 number?
2 A It is around five cents a minute
3 Q That would fairly well include the
4 carrier common line then, wouldn't it? Do you
5 treat sensitive switched access rates come
6 anything close to five cents a minute?
7 MS BROWN Your Honor --
8 A I don't know without looking at the --
9 MS BROWN For --
10 JUDGE WALSTON Go ahead,
11 MS Brown
12 MS BROWN It seems that that
13 question, to me, appears a little bit unclear
14 because there is an interstate tariff for access
15 and then an intrastate tariff for access, and I
16 just -- I assume we -- Mr. McCollough's question
17 meant the intrastate tariff --
18 MR McCOLLOUGH I did
19 MS BROWN -- switched access
20 MR McCOLLUGH I did
21 MS BROWN That's right
22 Q (By Mr. McCollough) Do you know what
23 the carrier common line rate is designed to
24 recover?
25 A Yes, sir
26 Q It's designed to recover the intrastate
27 interchange allocated portion of the
28 end-user's loop. Right?
29 A Local loop
30 Q It is not a charge designed to recover
31 the cost of any individual call, is it?
32 A The wide-area calling arrangement is an
33 arrangement in lieu of toll. A carrier -- it
34 that call was carried by an IXC, carrier common
35 line would apply. The loop was used. It was an
36 interchange call.
37 MR McCOLLUGH I object,
38 nonresponsive
39 JUDGE WALSTON I don't know
40 enough about what she said to know if that was
41 responsive or not
42 (Laughter)
43 0312
44 MR McCOLLUGH Let me back up
45 Q (By Mr. McCollough) The costs that the
46 carrier common charge line is designed to
47 recover do not vary with usage. Correct?
48 A Is it a usage element?
49 Q It is a usage-sensitive element
50 designed to recover nonusage-sensitive costs
51 Isn't that correct?

3 of reciprocal compensation
4 Q Not necessarily for retail rating?
5 A That is correct
6 Q Does VoiceStream have direct
7 interconnection with CenturyTel in San Marcos?
8 A Yes, they do
9 Q They have obtained a transport facility
10 into San Marcos?
11 A That's what I have been told I have
12 not actually looked at it
13 Q Does CenturyTel have an interconnect
14 agreement with Nextel in Texas?
15 A Yes, we do.
16 Q Has it been filed at the Commission?
17 A I don't know I would have to check
18 Now, I am doing this from memory I believe we
19 have an agreement with Nextel, a traffic
20 exchange agreement.
21 Q A traffic exchange. That's not a
22 reverse billing arrangement
23 A Right Do you want me to check on that
24 one as well?
25 Q I would Do you know whether Nextel

0304
1 has physical interconnection with CenturyTel in
2 San Marcos?
3 A I don't know
4 Q Does CenturyTel have an interconnection
5 agreement with Verizon wireless covering the San
6 Marcos area?
7 A Yes, I believe the agreement is
8 actually with the old GTE Mobilnet affiliate
9 Q GTE Mobilnet Do you know whether that
10 was on file with the Commission?
11 A Yes, it should be
12 Q Is there a physical interconnection
13 with the old GTE Mobilnet?
14 A I would have to look
15 Q You don't know There's no written
16 agreement between CenturyTel and Southwestern
17 Bell Telephone for Lockhart ELCS, is there?
18 A No, it's under Commission order
19 Q There's no written agreement?
20 A No, there's not
21 Q There's no written agreement between
22 CenturyTel and SWBT for the meet point in San
23 Marcos that supports ELCS and toll traffic
24 between SWBT and CenturyTel, is there?
25 A I believe there is

0305
1 Q Now, there's no Commission requirement
2 for there to be a meet point, is there?
3 A No, I don't guess there is a Commission
4 requirement that there's a meet point
5 Q There's no written agreement between
6 CenturyTel and Verizon for Kyle, Pentress and
7 Martindale ELCS, is there?
8 A The only arrangements -- agreements for
9 those -- because we are transiting provider in
10 many instances, and there are agreements for

11 those facilities We don't have the end to end,
12 but if we are in the middle of a facility or if
13 Bell is in the middle of a facility, then there
14 are agreements for those facilities
15 Q So if you're in the middle, as opposed
16 to being on one end, there's an agreement?
17 A Correct
18 Q If you're on one end or the other,
19 there's no agreement?
20 A Correct
21 Q Are you the person for CenturyTel that
22 discusses reverse billing arrangements with
23 other carriers?
24 A I am now.
25 (ASAP Exhibit No. 14 marked)

0306
1 Q (By Mr. McCollough) Have you seen
2 this document before, Ms. Smith?
3 MS BROWN: Your Honor, may I ask
4 a question of counsel?
5 JUDGE WALSTON: Sure.
6 MS BROWN: Could you describe
7 where you came up with this document?
8 MR. MCCOLLOUGH: I can tell you I
9 did not get it in discovery from CenturyTel.
10 MS BROWN: Well, is it one of the
11 documents attached to the correspondence between
12 ASAP and CenturyTel?
13 MR. MCCOLLOUGH: No
14 MS BROWN: Your Honor, I think
15 what we need to have done is to have this
16 verified in some manner.
17 MR. MCCOLLOUGH: That's what I'm
18 attempting to do through this witness
19 A There is a document similar to this
20 that is attached to Mr. Navarrette's testimony
21 Q (By Mr. McCollough) Similar?
22 A That was the document that was given to
23 ASAP I don't know -- I am familiar with the
24 document I have read the document that was
25 given to --

0307
1 Q That's not really what I'm asking
2 Doesn't CenturyTel have a template reverse
3 billing arrangement that it uses at present?
4 A It varies by state but --
5 Q Okay Does it have a template for
6 Texas?
7 A I would assume it's the template that
8 was provided to ASAP, yes
9 Q That was over a year ago --
10 A Okay
11 Q -- wasn't it?
12 A I believe we're right at a year, yes.
13 Q Has the template agreement changed
14 since then?
15 A I don't know I would have to check
16 Q Let me just ask it this way Does
17 CenturyTel's current proposed reverse billing
18 agreement for CMRS providers assess the

13 transport facility that AIS has secured, and you
14 rate it as local to your end users?
15 Correct.
16 Q Does CenturyTel have an ELCS
17 arrangement with AIS?
18 A No, we do not.
19 Q Does CenturyTel have a reverse billing
20 arrangement with AIS?
21 A I do not know that
22 Q You've not seen one?
23 A I have not.
24 Q Does CenturyTel have an interconnect
25 agreement with VoiceStream in Texas?
0299
1 A Yes, they do
2 (ASAP Exhibit No. 13 marked)
3 Q (By Mr. McCollough) Let me back up
4 for a second. I'm going to ask you if you would
5 be so good as to determine whether there is a
6 written interconnection agreement between
7 CenturyTel and ICG for the Fort Aransas area
8 A Yes, I will.
9 Q I will represent to you I looked at the
10 Commission and could not find one
11 A Okay. I don't know
12 Q Similarly, could you look and see if
13 there is an interconnect agreement between
14 CenturyTel and AIS or an ELCS arrangement or a
15 reverse billing arrangement?
16 A All right
17 Q You've been handed what's been marked
18 by the court reporter as ASAP Exhibit 13. Do
19 you recognize that document?
20 A Have I ever looked at this VoiceStream
21 interconnection agreement? No, I have not.
22 Q Does it appear to be an interconnection
23 agreement between CenturyTel -- its three Texas
24 operating companies and VoiceStream for the
25 state of Texas?
0300
1 A Yes, sir
2 Q Is it of the form that CenturyTel's
3 interconnect agreements typically take?
4 A We have revised this since this has
5 taken effect but --
6 Q It's of the form that CenturyTel's
7 interconnect agreements took --
8 A At this time
9 Q -- around --
10 A I'm sure it is
11 Q -- August of 2001?
12 A I'm sure, yes.
13 Q Do you have any doubt that this is the
14 interconnect agreement?
15 A Oh, I have no doubt.
16 MR. MCCOLLOUGH: Offer 13
17 JUDGE WALSTON: Any objection?
18 MS BROWN. No objection.
19 JUDGE WALSTON. ASAP Exhibit 13
20 will be admitted.

21 (ASAP Exhibit No. 13 admitted)
22 Q (By Mr. McCollough) Could you tell me
23 if I'm missing something if I were to represent
24 to you that there's no reverse billing
25 arrangement specified in this agreement? Can
0301
1 you tell me if there is one?
2 A Reverse billing would be a separate
3 arrangement
4 Q A separate arrangement do you know
5 whether they have one -- whether there is a
6 reverse billing arrangement with VoiceStream?
7 A I don't know
8 Q Have you seen one?
9 A No, I have not
10 Q If you had one, would it be filed at
11 the Commission?
12 A I don't know. It's an area-wide
13 calling arrangement so it's not an
14 interconnection agreement, so I don't know. I
15 would have to check
16 Q Well, does it involve the exchange of
17 traffic that originates and terminates within
18 the MTA?
19 A An area-wide calling arrangement is an
20 optional arrangement. It is not
21 interconnection. It is something in lieu of
22 toll.
23 Q It does address the exchange of
24 traffic. Yes?
25 MS BROWN. Your Honor, I would
0302
1 object to the -- I believe that an optional
2 calling plan doesn't address the exchange of
3 traffic between carriers but allows one carrier
4 to pay what would otherwise be the toll charge
5 that CenturyTel would otherwise charge its own
6 end user, and I will stipulate that CenturyTel
7 has never filed such an agreement with the Texas
8 Commission as long as I have represented them
9 JUDGE WALSTON. Does that answer
10 your question?
11 MR. MCCOLLOUGH. That answers my
12 question as to whether they're on file with the
13 Commission
14 Q (By Mr. McCollough) Under the
15 VoiceStream agreement, would you agree with me
16 that calls that both originate and terminate
17 within the MTA are treated as local for
18 compensation purposes?
19 A This is our standard agreement. I have
20 not looked at this agreement. I would have to
21 have more time to read this entire document
22 Q Take a look at -- it's Bates marked 13
23 The definition?
24 Q Definition 1.10. Does it define local
25 traffic as traffic which originates and
0303
1 terminates in the same MTA?
2 A It defines local traffic for purposes

23 They still have an interconnection obligation to
24 get your traffic to you, but I don't have an
25 obligation to get it there locally

0294

1 Q Must there be a written agreement?
2 A In this instance, yes There does not
3 have to be written agreement in order for me to
4 pass you traffic
5 Q Must there be a written agreement in
6 order for you to rate the call as local?
7 A Yes, there must be
8 Q That applies to CLECs?
9 A Yes
10 Q CMRS carriers?
11 A Yes, sir
12 Q Other incumbent LECs?
13 A Yes, sir.
14 Q Are you the person at CenturyTel who
15 makes the determination as to whether calls from
16 CenturyTel to another carrier's NXX associated
17 with the originating rate center is to be
18 treated as local or toll?
19 A No, I'm not
20 Q Who in your organization is?
21 A I would say that that falls under David
22 Cole
23 Q David Cole I have to apologize I
24 didn't see his name in any discovery, and he's
25 not a witness Is he, like, your boss?

0295

1 A Yes, he would be my boss' boss
2 Q Does he express general policies to you
3 on this issue?
4 A General policies, yes
5 Q Are you expressing those policies in
6 your testimony in this case?
7 A Yes, sir
8 Q Was it Cole, C-O-L-E?
9 A C-O-L-E
10 Q Is it also Mr Cole who decides if a
11 call from a CenturyTel user to another carrier's
12 NXX in the same rate center is otherwise a toll
13 call?
14 A I guess he would be ultimately
15 responsible for the policy, yes
16 Q He has communicated that policy to you?
17 A Yes
18 Q You're advocating that policy as
19 communicated to you in this case?
20 A Yes, sir
21 Q What criteria are used to determine if
22 a call from a CenturyTel end user in a
23 particular rate center to an NXX associated with
24 that same rate center is local or toll?
25 A It is a local call if I have the

0296

1 ability to hand that call off as a local
2 arrangement
3 Q What determines your ability to hand
4 the call off as a local arrangement?

5 A Whether -- using the example of San
6 Marcos that you've used, if I have an
7 interconnection arrangement, whether it's a
8 physical interconnection, whether I have a
9 wide-area calling arrangement or whether I have
10 some kind of arrangement specified in the
11 agreement for the availability and use of
12 facilities
13 Q Is it possible for a carrier to arrange
14 to use facilities -- an interconnection of
15 another carrier who is inside of CenturyTel's
16 rate center?
17 A Sure
18 Q So CenturyTel does not always require
19 direct physical interconnection, does it?
20 A No
21 Q Does CenturyTel -- any of its local --
22 three local operating companies in Texas have an
23 interconnect agreement with ICG?
24 A I do not know. I would have to look
25 Q If you had one, would it be on file

0297

1 with the Public Utility Commission?
2 A Yes, it should be
3 Q Do you know whether CenturyTel has a
4 reverse billing arrangement with ICG ChoiceCom?
5 A I do not know
6 Q Do you know whether CenturyTel of Port
7 Aransas is physically interconnected with ICG
8 ChoiceCom?
9 A I do not know offhand.
10 Q Do you know whether CenturyTel of Port
11 Aransas is rating calls from Port A users to ICG
12 ChoiceCom's 361-486 NXX as local?
13 A No, I do not know
14 Q Do you know whether CenturyTel of San
15 Marcos has an interconnect agreement with ATS?
16 A ATS does have a physical facility into
17 Century that they order out of an access tariff.
18 Q Is there an agreement?
19 A No, there is not.
20 Q So ATS has secured a physical facility?
21 A I say -- I'm not aware of an agreement,
22 but I am aware of an access facility.
23 Q They have a facility, and where does
24 that go?
25 A Into the San Marcos switch

0298

1 Q Into San Marcos, and that facility is
2 obtained from CenturyTel?
3 A It was obtained and ordered out of the
4 access tariff
5 Q Of CenturyTel?
6 A Of CenturyTel
7 Q Is CenturyTel honoring ATS' Kyle NXXs
8 as local?
9 A Yes, I believe they are That traffic
10 is transported over those access facilities that
11 it is --
12 Q So you hand the calls off to ATS at the

7 A Yes, it can.
8 Q It can. So there are instances where a
9 call can be routed outside of a local calling
10 area and terminated to an NXX associated with
11 the originating rate center, San Marcos ILEC --
12 Let me back up.
13 A CenturyTel San Marcos end-user
14 customer dials a CIMS cell phone customer with a
15 San Marcos NXX
16 A Yes
17 Q Okay Is it your position that the way
18 that a call is routed from CenturyTel to the way
19 and ultimately to the CIMS carrier, can that, in
20 any way, affect rating?
21 A It can, but in the example that you
22 just gave, he has a San Marcos NXX. Therefore,
23 he must have a San Marcos interconnection, and
24 it would not be an issue as far as the rating to
25 the end user
0290
1 Q So it's your position that a call must
2 be routed through a point of interconnection
3 physically within the originating rate center in
4 order for it to be rated as local?
5 A For a San Marcos NXX?
6 Q Un-huh
7 A Yes, in order to obtain that San Marcos
8 NXX -- for him to apply for the code within
9 NANPA, he must show that he has an
10 interconnection arrangement with the incumbent
11 ILEC
12 Q But does he have to show that the point
13 of interconnect is in the San Marcos rate
14 center?
15 A The interconnection agreement would --
16 I'm not talking about traffic exchange
17 agreement I'm talking an interconnection
18 agreement Yes, he has an interconnection
19 arrangement
20 Q We're going to get to this in a second,
21 but do all of CenturyTel's interconnect
22 agreements always require a point of
23 interconnecting carrier in which an
24 interconnecting carrier has an NXX?
25 A An NXX within CenturyTel's --
0291
1 Q Rate center
2 A Yes. That is not my requirement. That
3 is a NANPA requirement.
4 Q I asked about your interconnect
5 agreements Do all of your interconnect in
6 agreements require a point of interconnect in
7 the originating rate center?
8 A Do I have to have a physical point of
9 interconnection -- are you asking me in order to
10 obtain a rate center or are you asking me do my
11 interconnection agreements require a physical
12 interconnection?
13 Q I'm asking about your interconnection
14 agreement.

15 A No, not every interconnection agreement
16 requires a physical interconnection
17 Q We'll talk about NANPA -- actually, are
18 you the NANPA witness, or should I be directing
19 those questions to Mr. Robinson?
20 MS. BROWN, I think you could
21 direct them to either one or both
22 A I think it --
23 Q (By Mr. McCollough) Does there have to
24 be a switch in the originating rate center?
25 A No
0292
1 Q Would you agree with me that there are
2 situations where a call from a CenturyTel end
3 user to an interconnecting carrier with an NXX
4 associated with the same rate center as a
5 CenturyTel end user is in fact rated as local --
6 the CenturyTel user, even though there is no IP
7 or -- I'm sorry -- point of interconnect in that
8 rate center and no switch in that rate center?
9 A The interconnection agreement, yes, can
10 negotiate some kind of a virtual interconnection
11 or some kind of a traffic mix to accommodate
12 Q So in order to have a call rated as
13 local for retail purposes to a CenturyTel end
14 user who is calling another carrier's NXX in the
15 same rate center, it is not an absolute
16 requirement that there be a switch or a POI in
17 that rate center. Correct?
18 A Yes, because -- I mean, the
19 interconnection agreement, as negotiated, can
20 assume that there is a POI or some kind of mix
21 in facilities, as your witness was alluding to
22 Q So there doesn't have to be a physical
23 POI?
24 A That's correct
25 Q Is it CenturyTel's position that it
0293
1 will not rate a call from a CenturyTel user to
2 another carrier with an NXX in the same rate
3 center as local unless there is a written
4 agreement between CenturyTel and that carrier
5 for interconnection and compensation purposes?
6 A Unless there is an interconnection
7 arrangement?
8 Q Agreement I said agreement
9 Or a wide area calling arrangement?
10 There has to be some type of an agreement for
11 traffic exchange.
12 Q Is a wide area calling agreement an
13 interconnect agreement?
14 A No
15 Q Does it address traffic exchange
16 pursuant to Section 251(b) (5) of the act?
17 A No
18 Q If it addresses traffic that originates
19 and terminates in the same MTA, isn't that
20 subject to 251(b) (5) of the act?
21 A Yes, but wide area calling, they have
22 determined, is not part of interconnection

17 or corrections to that testimony?
18 A No, I don't.
19 Q If I were to ask you the same questions
20 that are asked in that testimony today, would
21 your responses be the same?
22 A Yes, they would.
23 MS BROWN Your Honor, I would
24 offer CenturyTel Exhibit 4
25 JUDGE WALSTON The objections
0285
1 have previously been ruled on and denied So
2 CenturyTel Exhibit 4 will be admitted
3 (CenturyTel Exhibit No. 4
4 admitted)
5 MS BROWN I pass the witness for
6 cross-examination
7 JUDGE WALSTON Mr McCollough?
8 MR. MCCOLLOUGH: Thank you
9 CROSS-EXAMINATION
10 BY MR MCCOLLOUGH
11 Q How long have you worked for
12 CenturyTel?
13 A Twenty years
14 Q Have you ever worked for any carrier
15 other than CenturyTel?
16 A Centel
17 Q Centel is not CenturyTel Correct?
18 A No, Centel was a LEC
19 Q Have you ever worked for any carrier
20 other than an incumbent LEC?
21 A I have done work for other entities
22 that belong to CenturyTel
23 Q CenturyTel, up until recently, had some
24 wireless licenses Correct?
25 A Yes, sir
0286
1 Q Were you involved in any of their
2 matters?
3 A Yes, sir
4 Q Have you ever filled out the forms to
5 obtain an NXX?
6 A Yes, sir
7 Q Have you ever designed a network?
8 A No, sir
9 Q Have you ever punched down a circuit?
10 A No, sir
11 Q Have you ever performed translations on
12 a switch?
13 A No, sir
14 Q Let's see if we can't -- see if we can
15 have some understandings here so at least when
16 we speak we're using the same terms and
17 concepts
18 A Okay
19 Q What is your understanding when people
20 talk about the rating of a call?
21 A That would be the associated charge for
22 a call
23 Q To an end user?
24 A There's various ratings There's

25 rating to an IXC There's rating to an end
0287
1 user There's rating for recip comp purposes,
2 lots of different forms
3 Q Let's see if we can't try to sort that
4 out a little bit, and just so that you will
5 understand when I speak to rating during this
6 proceeding and during my discussions with you, I
7 intend for that to mean the charge from a
8 carrier to its end-user customer Okay?
9 When I am addressing the charges
10 between two carriers, I will refer to it as
11 compensation or intercarrier compensation.
12 A Okay
13 Q Can we have that understanding?
14 A Sure
15 Q Now, would you agree with me that it is
16 possible -- and, again, using my definitions --
17 that it is possible for there to be a call that
18 is local to an end-user customer for rating
19 purposes when that customer is calling another
20 carrier's customer but not local for
21 intercarrier compensation purposes? If I need
22 to give you an example, we can do that.
23 A Give me your example, and I'll tell you
24 if I agree
25 Q Let's assume you have a CMRS carrier
0288
1 that meets all of the criteria -- and we'll get
2 into your criteria for interconnection passing
3 traffic and rating a call as local to end user
4 You have a CMRS carrier that has got a San
5 Marcos NXX, a CMRS carrier -- a cell company
6 A Uh-huh
7 Q Now, when a CenturyTel San Marcos
8 end-user customer makes a call to that cell
9 phone with the San Marcos NXX, would you agree
10 with me that that call should be rated as local
11 to the calling end-user customer of CenturyTel?
12 A Yes, because in that instance, too, in
13 order for him to obtain that San Marcos rating
14 location, he has a point of interconnection
15 within my tandem, and I pass calls, or within my
16 switch
17 Q That's fine I'm glad you clarified
18 that I did ask that we just assume for
19 purposes of the question that we meet all of
20 your criteria
21 However, if the cell phone customer is
22 in, say, New York City when the call is
23 received, for intercarrier compensation
24 purposes, that's not a local call, is it?
25 A That's correct
0289
1 Q Because for cell phone carrier -- for
2 wireline ILEC to CMRS cellular intercarrier
3 compensation purposes, it is interMTA?
4 A Correct
5 Q Does rating, in your opinion -- well,
6 does routing, in your opinion, determine rating?

1 as there are other ILECs in that LATA?

2 A In that sense, indirect points of
3 interconnection, yes. In the sense that each
4 of -- if the ILEC uses the -- uses the dominant
5 ILEC -- in this LATA it's SWBT. So if the
6 smaller ILECs use the larger ILEC that is the
7 tandem provider, then there is interconnection
8 between the small ILECs, and for that matter
9 CLECs, and the tandem provider, and there is a
10 point of interconnection between the tandem
11 provider and the CMRS.

12 So the real responsibility for the
13 transport then is being handled by the tandem
14 provider, the intermediary carrier, in this
15 case, SWBT.

16 Q Okay. Would you apply the word to that
17 transport or whatever -- would you apply the
18 word transit to which a transiting charge would
19 apply?

20 A It is transit, and a transiting charge
21 could apply.

22 Q There's two questions battling in my
23 mind. Could you answer the -- sort of the
24 questions that Judge Walston had, where is the
25 point of interconnection and the interconnect

0281
1 point with regard -- for ASAF with regard to
2 Verizon? I'm thinking of, for example, Pentress
3 and Kyle in this case.

4 A I would assume that it's through SWBT
5 again, that there is probably some kind of a --
6 again, if these are simply Kyle and Pentress
7 phone numbers, it's not the phone number in this
8 case. It's the originating. If the call were
9 originated in Kyle by Verizon, if Verizon were
10 the actual originating carrier, then there would
11 be a POI between Verizon and SWBT somewhere. I
12 don't know where their POI is located.

13 Q Okay. Is it possible the point of
14 interconnection could change depending on where
15 the call originates -- the exchange from which a
16 call originates?

17 A Yes, a given carrier could have
18 multiple POIs. It's a -- a given rate center
19 will have -- because Verizon is in many rate
20 centers, so they might meet SWBT in ten
21 different places for all I know. CenturyTel
22 only has a single wire center or a single
23 switch, and, therefore, it only needs a single
24 POI.

25 Q In this case you're not aware of

0282
1 multiple POIs?

2 A Yes. POIs are not public information.
3 All that POI stuff was, I believe, in the
4 confidential side, and so we haven't queried
5 Verizon about where their POIs are located.

6 Q The term -- the phrase indirect POI or
7 the phrase effective POI, are those
8 interchangeable?

9 A Yes, I'm using those as -- those are
10 casual terms for the discussion. Those are not
11 formal terms.

12 Q You anticipated --

13 A The formal terms would be transit

14 Q You anticipated my question, which is
15 you're not getting the phrase indirect POI or
16 effective POI from, say, an FCC order or rule or
17 state rule or statute --

18 A No, I'm not.

19 Q -- or from central office code

20 assignment guidelines --

21 A No, I'm not.

22 Q -- or anything like that?

23 A No.

24 MR STEWART Okay. That's all.

25 Thank you.

0283

1 JUDGE WALSTON I don't have
2 anything else for you.

3 MR MCCOLLOUGH I think we were
4 this one out. I have no more redirect.

5 JUDGE WALSTON Thank you. Why
6 don't we go off the record for a minute?

7 (Recess 6 07 p.m. to 6 24 p.m.)

8 JUDGE WALSTON Okay. We'll go
9 back on the record at this time, and I believe
10 CenturyTel is going to call Ms. Smith, but
11 before we do that, did you want to offer this
12 other exhibit over here?

13 MS BROWN Yes. I think they're
14 double checking.

15 (Brief pause)

16 JUDGE WALSTON Is there any
17 objection to CT-13?

18 MR MCCOLLOUGH No, for purposes
19 of memorializing the cross-examination.

20 JUDGE WALSTON Then Exhibit CT-13
21 will be admitted for that purpose of

22 memorializing the cross-examination.

23 (CenturyTel Exhibit No. 13

24 admitted)

25 (Witness sworn)

0284

1 JUDGE WALSTON You can proceed,

2 Ms. Brown.

3 (CenturyTel Exhibit No. 4 marked)

4 PRESENTATION ON BEHALF OF

5 CENTURYTEL OF SAN MARCOS, INC. (CONTINUED)

6 SUSAN SMITH,

7 having been first duly sworn, testified as
8 follows.

9 DIRECT EXAMINATION

10 BY MS BROWN

11 Q Ms. Smith, do you have what's been
12 marked as CenturyTel Exhibit 4?

13 A Yes, I do.

14 Q Is that your prefiled testimony?

15 A Yes, it is.

16 Q If I were to -- do you have any changes

11 Q (By Ms Brown) Now, Mr Goldstein, you
12 were saying that rating for paging calls is
13 generally based upon the NPA-NXX Is that as a
14 result of an agreement? Are the circumstances
15 you're familiar with the way an agreement might
16 define the rating of paging calls?

17 A No
18 Q Then is it based on a Commission rule
19 or order or an FCC order?

20 A It would be based on the regulations,
21 and that would be the -- I believe it would be
22 based on the regulatory history of paging
23 interconnection

24 Q Now, with respect to the rating of
25 wireline calls, what is your understanding there

0276 1 as to what defines the termination point of a
2 wireline call --

3 A That --

4 Q -- for rating purposes?

5 A For rating purposes, the NPA-NXX.

6 Q Are you familiar with -- let me ask you
7 this. Do you believe that the interMTA,
8 intraMTA rules apply to paging carriers as well
9 as CMRS carriers?

10 A I would not venture an opinion
11 MS BROWN No further questions,
12 Your Honor

13 JUDGE WALSTON Mr Stewart?

14 MR STEWART Yes

15 RECROSS-EXAMINATION

16 BY MR STEWART

17 Q Mr Goldstein, in response to a
18 question from Mr McCollough, you elaborated a
19 bit on a definition of point of interconnection
20 and of interconnect point, and do I recall
21 correctly you said something to the effect of
22 point of interconnection being on either side of
23 that a different company has the right to do
24 troubleshooting and to do whatever --

25 A That would be my understanding

0277

1 Q In response to questions from Judge
2 Walston, you identified -- tell me if I recall
3 correctly -- you identified ASAP's point of
4 interconnection with CenturyTel -- I believe
5 that was it -- as being a SWBT hut on Wonder
6 World Drive and --

7 A Yes

8 Q -- ASAP's interconnect point being the
9 green -- at the Greenwood tandem?

10 A Yes

11 Q Can you explain to me -- well, is it
12 your opinion that if the point of
13 interconnection is that SWBT hut on Wonder World
14 Drive, is it your opinion that ASAP has the
15 authority to do physical work and conduct
16 troubleshooting on the --

17 A No

18 Q -- Greenwood tandem side of that SWBT

19 hut?

20 A No, because ASAP's interconnection is
21 provided through Southwestern Bell The point
22 of interconnection is between CenturyTel and
23 Southwestern Bell, which in this case is
24 Southwestern Bell providing transport on behalf
25 of ASAP

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1 Q Okay So is it not really ASAP's point
2 of interconnection with CenturyTel but it -- I
3 understand you're now saying it's Southwestern
4 Bell's point of interconnection with CenturyTel.

5 A It's the point of interconnection seen
6 by CenturyTel for calls -- it's the point where
7 CenturyTel hands off the calls Now, in effect,
8 ASAP is purchasing shared interconnection --
9 shared transport service from Southwestern Bell
10 in this case, effectively by -- not for cash but
11 by doing bill-and-keep, they're arranging for
12 the transport from Southwestern Bell

13 Q Okay Now, I guess I'm just trying to
14 understand point of interconnection. Does a
15 CMRS carrier, therefore, have a point of
16 interconnection with each and every other
17 carrier --

18 A See --

19 Q -- in a LATA?

20 A The point of interconnection -- there's
21 actually two points of interconnection between
22 ASAP and CenturyTel. It's an indirect
23 connection So there's a point of
24 interconnection from SBC to CenturyTel, and
25 there's a point of interconnection from SBC --

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1 or SWBT actually to ASAP So there are two
2 sequential points of interconnection The
3 physical layer task of troubleshooting occurs
4 between the two parties at each point of
5 interconnection

6 So as far as CenturyTel is concerned,
7 they only go as far as SWBT. ASAP's physical
8 interconnection is also with SWBT, and because
9 those two are separate points, there is
10 transport provided by SWBT So there are two
11 points of interconnection there, and a CMRS will
12 typically have one point of interconnection of
13 its own, and then these other points of
14 interconnection may exist for the other
15 independent telephone companies with whom
16 they're indirectly interconnected

17 Likewise, with the CLECs If a CLEC
18 calls ASAP, they don't have a POI with the CLEC,
19 but there is an indirect connection through
20 SWBT

21 Q Okay Then tell me if I'm properly
22 paraphrasing what I think your expressed opinion
23 is, that a CMRS carrier, such as ASAP, has in
24 each LATA one actual point of interconnection
25 and as many effective points of interconnection

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21 locations when determining the rating for any particular call at the moment the call is connected
22 "We conclude that parties may calculate overall compensation amounts by extrapolating from traffic studies and samples for administrative convenience, the location of the initial cell site when the call begins shall be used as the determinant of the geographic location of the mobile customer
23 "As an alternative, LSCs and CMRS providers can use the point of interconnection between the two carriers at the beginning of the call to determine the location of the mobile caller or called party " Do you recall that?
11 Yes
12 Q Now, is it your opinion that that does not apply to paging traffic?
13 A I don't believe that applies directly to paging, in that that sentence talks about a call. It talks about the duration of a call, while a page is essentially a single, short burst of air time -- usually very short burst of air time
19 MS BROWN Your Honor, I believe the witness --
21 A If there were -- the usage --
22 JUDGE WALSTON Hang on just a second.
24 MS BROWN: I believe the witness has answered the question
2 MS McCOLLOUGH No, he hasn't
3 JUDGE WALSTON: I think he's --
4 I'll let him explain his answer
5 MS BROWN All right.
6 Some questions don't easily summarize as a yes or no, and in this case, I believe that the paragraph was written with cellular in mind and that the specific details of paging are most likely best found elsewhere.
10 Q (By Ms. Brown) So you believe that that is based on that answer, it's your opinion that this paragraph applies to two-way traffic but not to one-way traffic?
14 A That would be my impression
15 Q All right. Now, what is it that makes two-way traffic over a cellular network -- let me scratch that question
18 Do you understand -- would you agree with me that the location of the paging customer -- let me ask this: Would you provide for us, if you can locate it, the order that supports your opinion that for paging traffic, to determine the jurisdiction of the call, you look to the NXX of the rate center as assigned
1 0273 by the paging carrier in the LERs? Could you provide that to us?

3 A I would --
4 MR McCOLLOUGH Are we talking about regulatory jurisdiction? Are we talking about interstate compensation, or are we talking about rating to the calling party?
7 A I defer -- you know, I would -- again, I would trust counsel to be able to make the differences -- that's plural -- for the different issues. Certainly in terms of jurisdiction, CMRS is interstate jurisdiction
12 In terms of compensation, there is some -- there have been a series of rulings concerning compensation for pagers. It's not one specific ruling over the years, and there are determining rulings, and I defer to counsel. I don't claim to be expert on that point of law
19 MS BROWN Your Honor, I have asked the witness -- and I believe he'll be here overruling because he's going to give rebuttal testimony, I believe -- to provide for us the source of his opinion that he expressed earlier, that the rating of a call to a paging -- in the rating context is based upon the rate center assigned by the paging carrier, as opposed to the point of interconnection or the location of the paging customer. I've asked that he provide us with whatever order or rule it is on which he bases that opinion
7 JUDGE WALSTON I think in your testimony you mentioned you thought there was some rule or some other rules out there. A Certainly. In fact, every paging network that I'm aware of that uses local telephone numbers, NPA-NXX numbers, the rating has been based on the NPA-NXX. It would be physically impossible to rate based upon the physical location of the pager. There's no way of knowing anything other than what number was dialed. You don't know whether the paging customer was local or --
18 JUDGE WALSTON Hang on, Mr. Goldstein. I understand that we're just sticking to this -- your statement that you thought there might be some other orders. A I am sure that there must be -- yes
23 JUDGE WALSTON Hang on. The question is tonight, if you can, attempt to identify those -- if you can, identify them by tomorrow. That's fine if you can't, but at least make an effort to see what you can come up with
4 MR McCOLLOUGH Do you want them first thing in the morning or do you want them throughout the witnesses of yours that they were fixing to come in through tomorrow? We'll be happy to give them to you in the morning
9 MS BROWN That will be fine
10 0275

5 MR McCOLLOUGH To me, that's
6 transport
7 JUDGE WALSTON. I'll let him ask
8 some questions. To be honest, I don't know
9 either, but you can follow up on it, whatever it
10 is.

11 Q (By Mr McCollough) I would like to
12 address your attention to 51.703(b). Does that
13 refresh your recollection regarding FCC
14 regulations on transport cost responsibility
15 with regard to which of two carriers has cost
16 responsibility when one carrier originates the
17 call to another carrier's customer?

18 A I believe this is -- the wording of
19 this regulation is a little bit obtuse, quite
20 frankly, but I believe this is the regulation
21 that underlies the notion of who pays for what

22 MR McCOLLOUGH That's all I
23 have, Your Honor

24 JUDGE WALSTON Any recross?
25 MS. BROWN Yes, Your Honor.

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1 RE-CROSS-EXAMINATION

2 BY MS BROWN

3 Q Mr Goldstein, I believe it's your
4 testimony that because of the -- that your
5 testimony is that the rate center assignment
6 determines -- as filed by a carrier with the
7 LERG should determine the proper rating of a
8 call to that rate center. Do you recall that?

9 A Yes

10 Q Are you familiar with the FCC rules
11 that define what calls are local with respect to
12 CMRS traffic?

13 A Yes

14 Q Do FCC rules state that to determine
15 whether or not a call to a CMRS carrier is local
16 or not, you look to the originating caller's
17 location, the location of the caller placing the
18 call, and the location of the paging customer or
19 CMRS customer when that call is received?

20 A No

21 Q You're not familiar with that?

22 A I'm familiar with the ruling, except
23 that you misstate. It's not the physical
24 location of the paging customer. In the case of
25 a cellular customer, the physical location can

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1 be ascertained. In the case of a paging
2 customer, it's understood that that's not
3 ascertainable and that the NXX -- NXX code is
4 therefore used.

5 Q I'm trying to find my copy of the
6 order. I had it here. Let me quote to you from
7 the FCC's interconnection order. Are you
8 familiar with it?

9 A Yes

10 Q Are you familiar with the statement in
11 that order that "traffic between an incumbent LEC
12 and a CMRS network that originates and

13 terminates within the same MTA (defined based on
14 the parties' locations at the beginning of the
15 call) is subject to transport and termination
16 rates under 251(b)(5) rather than interstate or
17 intrastate access charges?

18 A Yes

19 Q Are you familiar -- is it your opinion
20 that that statement does not apply to paging?

21 A It's my understanding that is one
22 sentence out of a very, very lengthy order and
23 that when -- in the case of paging, the physical
24 location of the subscriber is not ever assumed
25 to be at issue and that another mechanism is

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1 used instead.

2 Q On what do you base that opinion?

3 A There are -- I can't cite -- I don't
4 have the rule in front of me. There was another
5 place in the -- at least one or more FCC orders
6 that, I believe, are on the record somewhere,
7 but I believe there are -- I guess this will
8 probably come out in brief -- there are FCC
9 orders referring to paging which say that for
10 paging another mechanism is used because there
11 is no knowledge of the location of the paging
12 customer.

13 Q You believe there are such orders?

14 A I do believe that this is -- yes, and I
15 believe this has been the case --

16 Q Do you have that order before you?

17 A I don't have any orders before me right
18 now.

19 Q Can you identify what order you rely on
20 for that opinion?

21 A From memory, that was a different
22 sentence in the interconnection order, but there
23 may have been a different paging order -- not
24 paging -- there may have been a series of
25 orders, but I, quite frankly, can't remember

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1 which one it was. I trust the lawyers to be
2 able to keep track of those details.

3 Q You don't have that here to -- you
4 don't know from the stand today what order that
5 was?

6 A I'm not very good at citing chapter and
7 verse numbers of all of the many different
8 orders.

9 Q Do you remember from the local
10 interconnection order the statement, "CMRS
11 customers may travel from location to location
12 during the course of a single call, which could
13 make it difficult to determine the applicable
14 transport and termination rate or access
15 charge"?

16 A Yes

17 Q Then do you recall that that order
18 states that, "We conclude, however, that it is
19 not necessary for the incumbent CLECs and CMRS
20 providers to be able to ascertain geographic

15 A Yes
16 Q Could you explain that?
17 A Well, every prefix code belongs to one
18 rate center, and, therefore, all carriers, when
19 they rate their calls, should look to that rate
20 center to determine whether it is local, toll or
21 if there's banding, what band applies
22 So the rate center assignment of the
23 terminating carrier is used by all originating
24 carriers to determine the proper rating. That's
25 why it's call a rate center. It's for rating
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1 the call
2 Q So if you have two NXXs, one held by
3 one carrier, one held by another carrier, that
4 are within the same rate center, in your
5 opinion, should they be treated as local?
6 A Yes.
7 Q If you have two NXXs, one in one rate
8 center, another in a different rate center but
9 still in the same local calling area, when there
10 is a call between the first NXX and the second
11 NXX, in your opinion, should that be rated as
12 local?
13 A Yes
14 Q If an ILEC chooses to not rate a call
15 based on NXX association with rate centers in
16 the local calling area, when it comes to
17 alternative carrier NXXs, do you see any reason
18 from a public policy basis why ILECs should not
19 be allowed to refuse to respect the rate center
20 assignments?
21 A Well, certainly. From a public policy
22 basis, in order to establish a competitive
23 marketplace, there's, frankly, a far greater
24 value in the large carrier than in a small
25 carrier. There's something called the network
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1 effect. Sometimes this is referred to as
2 Metcalfe's Law, that the value of a network is
3 based upon the number of other parties on the
4 network, and a value of local telephone service
5 is dependent upon the number of people who it
6 can call and who can call it.
7 Now, if I were a start-up carrier with
8 100 subscribers, the incumbent, if they said,
9 "I'm not going to let my subscribers call you,"
10 then the incumbent would be taking away a tenth
11 of 1 percent, 1 percent, some minuscule fraction
12 of their own value from Metcalfe's Law. This
13 would be a very minor hit upon the incumbent who
14 has the larger market share, but to the start-up
15 carrier, to the competitor, not being able to
16 receive calls from everybody else in town would
17 be essentially a show stopper and would take
18 away 99.9 percent of their value.
19 There's an imbalance there, and so in
20 order to move from a monopoly in which 100
21 percent of the subscribers belong to the
22 incumbent into a competitive marketplace in

23 much service is done on a peer basis between
24 competitors, there have to be certain
25 restrictions upon the incumbent to prevent that
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1 type of anticompetitive behavior. I do believe
2 that is recognized in the telecom act and in FCC
3 regulations.
4 (ASAP Exhibit No. 12 marked)
5 Q (By Mr. McCollough) Sir, you have
6 been handed what has been marked by the court
7 reporter as ASAP Exhibit No. 12. What does that
8 appear to be?
9 A The FCC regulations concerning
10 reciprocal compensation, a couple of important
11 sentences.
12 Q Have you seen this before?
13 A I probably have seen this rule before
14 somewhere or other.
15 MR. MCCOLLOUGH I offer ASAP
16 Exhibit 12.
17 JUDGE WALSTON Any objections
18 MS. BROWN Your Honor, I don't
19 have an objection to -- I don't think it's
20 necessary to offer a rule into evidence. I
21 believe I will have an objection at the time of
22 cross goes beyond -- the time of redirect goes
23 beyond the scope of cross.
24 MR. MCCOLLOUGH Understood.
25 JUDGE WALSTON We'll see what his
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1 question is, but I will admit ASAP Exhibit No.
2 12.
3 (ASAP Exhibit No. 12 admitted,
4 Q (By Mr. McCollough) You were asked
5 some questions about transport cost
6 responsibility.
7 A Yes.
8 Q Do you recall those?
9 MS. BROWN Your Honor, I don't
10 recall any questions about transport cost
11 responsibility.
12 MR. MCCOLLOUGH I believe
13 Mr. Stewart asked some
14 MS. BROWN what would be the
15 question that was asked by Mr. Stewart, if you
16 could refresh my memory.
17 MR. MCCOLLOUGH I can't remember
18 the question, but I do recall Mr. Goldstein
19 talking about transport cost responsibility and
20 that it is the originating carrier that bears
21 transport cost responsibility.
22 MS. BROWN Your Honor, I don't
23 believe
24 MR. MCCOLLOUGH I believe
25 responsibility.